

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
WEDNESDAY
AUGUST 5, 2020**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE (9:30 A.M.)

PUBLIC WORKS AND HEALTH COMMITTEE (1:30 P.M.)

COMMITTEE OF THE WHOLE (2:30 P.M. ESTIMATED START TIME)

COMMITTEE OF THE WHOLE – EXECUTIVE SESSION (3:30 P.M. ESTIMATED START TIME)

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/3415/PARTICIPATE-IN-VIRTUAL-COUNCIL-MEETINGS
OR CONTACT THE COUNCIL OFFICE AT 360.778.5010**

UPCOMING MEETINGS AND EVENTS:

**SEPTEMBER 7, 2020
HOLIDAY – OFFICE CLOSED**

**SEPTEMBER 15, 2020
REGULAR COUNCIL AND COMMITTEE MEETINGS (VIRTUAL)**

COMMITTEE AGENDAS

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

9:30 a.m. WEDNESDAY, August 5, 2020

Virtual Meeting

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

1. AB2020-329 Discussion regarding potential Washington State Department of Commerce CDBG CV1 consortium grant to address COVID-19 impacts in Whatcom County (public hearing and approval for the County Executive to submit an application scheduled for this evening)
Pages 1 - 16

Special Presentation

1. AB2020-322 Report from the Health Department on the Behavioral Health Program Fund - School Services
Pages 17 - 26

Committee Discussion and Recommendation to Council

1. AB2020-211 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Nooksack Valley School District to provide behavioral health services, in the amount of \$120,000
Pages 27 - 52
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Pages 206 - 265
9. AB2020-297 Ordinance amending the 2020 Whatcom County Budget, request no. 15, in the amount of \$716,503
Pages 266 - 282
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Pages 283 - 289
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Pages 290 - 319
12. AB2020-315 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Point Roberts Park & Recreation District Number 1 for use of Lighthouse Marine Park to establish a kayak program
Pages 320 - 337
13. AB2020-317 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Commerce to provide resources to prevent, prepare for, and respond to the COVID-19 pandemic among individuals and families who are homeless or receiving homeless assistance, in the amount of \$494,112
Pages 338 - 362
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Pages 363 - 374
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Pages 375 - 386
16. AB2020-320 Request authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and Bellingham Fire Department to cover the costs for students to attend the paramedic training program including class administration costs and supplies in the amount of \$642,503.07
Pages 387 - 398
17. AB2020-321 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Bellingham to extend the current What-Comm Agreement through 12/31/23
Pages 399 - 403

Council "Consent Agenda" Items

1. AB2020-191 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington State University to continue the jointly shared costs for faculty positions and program support for WSU Extension in the amount of \$239,047 for a total amended contract amount of \$2,238,323.90
Pages 404 - 409
2. AB2020-295 Request authorization for the County Executive to enter into an agreement between Whatcom County and Sun Community Services to lease the property known as Sun House, located at 515 E Chestnut Street in Bellingham
Pages 410 - 421
3. AB2020-302 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham for actions to support the Aquatic Invasive Species Program, in the amount of \$28,800
Pages 422 - 430
4. AB2020-303 Request authorization for the County Executive to enter into a contract between Whatcom County and San Juan Cruises to provide temporary passenger ferry service to Lummi Island, in the amount of \$83,328
Pages 431 - 464
5. AB2020-305 Request authorization for the County Executive to enter into a contract between Whatcom County and the State of Washington Office of Crime Victims Advocacy to continue to fund the VGAL Program Coordinator to grow the VGAL program, in the amount of \$74,998.00
Pages 465 - 511
6. AB2020-306 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and U.S. Department of Justice for Organized Crime Drug Enforcement Task Forces (OCDETF), in the amount of \$2,500.00
Pages 512 - 526
7. AB2020-307 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to administer the Washington State Department of Commerce Housing and Essential Needs Program in the amount of \$608,211 for a total amended contract amount of \$2,037,324
Pages 527 - 537
8. AB2020-311 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to support the ongoing COVID-19 response, in the amount of \$25,397
Pages 538 - 575
9. AB2020-323 Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$273,500
Pages 576 - 590
10. AB2020-324 Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$53,791
Pages 591 - 604

11. AB2020-325 Request authorization for the County Executive to enter into a contract between Whatcom County and Catholic Community Services to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$51,510
Pages 605 - 618
12. AB2020-326 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and James P. Richmond, attorney, for legal services related to the Assessor's appeal in the amount of \$80,000
Pages 619 - 623

Other Business

Adjournment

**PUBLIC WORKS AND HEALTH COMMITTEE
1:30 p.m. WEDNESDAY, August 5, 2020
Virtual Meeting**

Call To Order

Roll Call

Announcements

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Committee Discussion

1. AB2020-314 Discussion regarding proposed resolution in the matter of the Whatcom County Six-Year Transportation Improvement Program (STIP) for the years 2021 through 2026
Page 624

Other Business

Adjournment

**COMMITTEE OF THE WHOLE
2:30 p.m. (MAY BEGIN EARLIER/LATER THAN 2:30 P.M.)
WEDNESDAY, August 5, 2020
Virtual Meeting**

Call To Order

Roll Call

Announcements

Committee Discussion and Recommendation to Council

1. AB2020-334 Resolution establishing County Council budget goals and guidelines
Pages 625 - 627

Committee Discussion

1. AB2020-219 Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)
Page 628
2. AB2020-234 Discussion regarding goals, guidelines, and approach to updating current and future budgets
Pages 629 - 632

Other Business

Adjournment

COMMITTEE OF THE WHOLE – Executive Session
3:30 p.m. (MAY BEGIN EARLIER/LATER THAN 3:30 P.M.)
WEDNESDAY, August 5, 2020
Virtual Meeting

Call To Order

Roll Call

Announcement

Committee Discussion

1. AB2020-328 Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Vargas v. Whatcom County, et al. US District Court Western District of WA No. 2:20-cv-00921 and Anderson as Representative of Estate of Powless v. Whatcom County, US District Court Western District of WA No. 2:20-cv-01125 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]
Page 633
2. AB2020-333 Discussion with Chief Civil Deputy Prosecutor Karen Frakes regarding potential litigation related to proposed fossil fuel regulations [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]
Pages 634

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING

6:00 p.m. WEDNESDAY, August 5, 2020

Virtual Meeting

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

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COUNTY EXECUTIVE'S REPORT

MINUTES CONSENT

1. [MIN2020-077](#) Committee of the Whole - Executive Session for July 7, 2020 **Pages 635 - 638**
2. [MIN2020-078](#) Committee of the Whole for July 7, 2020 **Pages 639 - 644**
3. [MIN2020-079](#) Regular County Council for July 7, 2020 **Pages 645 - 662**
4. [MIN2020-081](#) Water Work Session for July 14, 2020 **Pages 663 - 668**
5. [MIN2020-082](#) Regular County Council for July 21, 2020 **Pages 669 - 685**
6. [MIN2020-083](#) Committee of the Whole for July 21, 2020 **Pages 686 - 690**

PUBLIC HEARING

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

1. [AB2020-291](#) Ordinance regarding installation of stop signs on certain County Roads
Pages 691 - 695
2. [AB2020-330](#) Public hearing to review potential uses of, and application for, a Community Development Block grant CV1 consortium grant for addressing COVID-19 impacts in Whatcom County
Pages 696 - 700

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. [AB2020-191](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington State University to continue the jointly shared costs for faculty positions and program support for WSU Extension in the amount of \$239,047 for a total amended contract amount of \$2,238,323.90
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OTHER ITEMS

(From Council Finance and Administrative Services Committee)

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Pages 399 - 403

(From Council Committee of the Whole)

18. AB2020-334 Resolution establishing County Council budget goals and guidelines
Pages 625 - 627

(No Committee Assignment)

19. AB2020-253 Resolution authorizing Whatcom County to enter into a twenty-year communication tower lease agreement with Verizon Wireless for an existing tower site located at the Lookout Mountain Forest Reserve
Pages 701 - 761

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2020-300 Appointment to the Homeless Strategies Workgroup, Special Populations position, applicant(s): Michael Berres
Pages 762 - 766

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. AB2020-316 Ordinance amending the 2020 Whatcom County Budget, request no. 16, in the amount of \$987,509
Pages 767 - 780

2. AB2020-310 Ordinance granting Gordon Montgomery and John Milobar, a non-exclusive franchise for the provision of sewer services
Pages 781 - 807
3. AB2020-308 Resolution vacating a portion of Horton Road
Pages 808 - 820

SPECIAL NOTIFICATION

1. AB2020-332 Special notice: County Council sent a time-sensitive letter to the Governor on July 29, 2020, encouraging development of a plan to allow close family members to visit their loved ones in congregate care facilities
Pages 821 - 822

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: AB2020-329

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|--------------|
| File ID: | AB2020-329 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/28/2020 | Entered by: | SMildner@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Discussion | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Discussion regarding potential Washington State Department of Commerce CDBG CV1 consortium grant to address COVID-19 impacts in Whatcom County (public hearing and approval for the County Executive to submit an application scheduled for this evening)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Cares Act Community Development Block Grant Overview and Guidelines

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Overview, Funding Distribution List, Eligible Activities Guide

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082



Satpal Singh Sidhu
County Executive

M E M O R A N D U M

To: Whatcom County Council Members
From: Satpal Sidhu, County Executive
Subject: CDBG Grant Application for CV1 Covid19 Consortium Grant
Date: July 28, 2020

Whatcom County has an opportunity to join with the cities to form a consortium to receive additional Covid grant funding from the Washington State Department of Commerce. Attached are the following materials that describe this funding opportunity:

- 1) CDBG-CV1 Overview;
- 2) CDBG-CV1 Funding Distribution List, which indicates a grant for \$472,459 is available for Whatcom County as a consortium applicant, plus \$6,000 "incentive" to form the consortium;
- 3) Eligible Activities Guide

We'd like to discuss the potential uses for this grant and receive your ideas for its most optimal use. For instance, funds may be used for the current rental assistance program through partnering with Opportunity Council, or possibly for direct housing assistance through our county Health Department.

If we can identify a clear path for this grant, I recommend to the Council that an application be submitted to Washington State Department of Commerce. As part of the application process, we are required to conduct a public hearing in order to receive public input on the use of CDBG funds and to inform the public on the nature of this and other CDBG funding opportunities.

Thank you for your consideration of this matter. If you have any questions, please don't hesitate to contact me.

/Enclosures

CARES Act Community Development Block Grant (CDBG-CV) Overview

What are CARES Act CDBG-CV funds? The federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) has allocated supplemental CDBG Coronavirus (CDBG-CV) funds to the state CDBG program at Commerce.

Who will receive CDBG-CV funds from Commerce? The initial \$7.7M CDBG-CV1 allocation is granted to [CDBG nonentitlement city and county governments](#) (cities with less than 50,000 population and not part of a CDBG entitlement urban county CDBG program; and counties with less than 200,000 in population excluding entitlement cities).

The second \$23M CDBG-CV2 allocation is granted to eligible, CDBG entitlement and nonentitlement city and county governments based on COVID-19 factors prioritized by HUD, the state and local governments.

What can CDBG-CV fund? CDBG-CV1 grants fund CDBG public services and local microenterprise assistance programs; and public health, emergency response, or temporary housing facilities that address COVID-19 impacts, and grant administration. All CDBG funded activities must benefit low- and moderate-income (LMI) persons or meet the CDBG urgent need national objective criteria.

How do eligible cities and counties apply for CDBG-CV funds? They submit an application describing proposed uses of funds and how federal requirements are met. The CDBG-CV1 ZoomGrants online application and guidance materials will be available at www.commerce.wa.gov/CDBG after the state submits its CARES Act Action Plan Amendment for HUD approval. CDBG-CV2 planning is just beginning.

What is the maximum grant amount? Grant amounts are in the applicable CDBG-CV Fund Distribution list. In addition, CDBG-CV1 incentive funds are available for nonentitlement city/county consortiums in the following grant options table.

The state is to distribute CARES Act CDBG-CV funds to city and county governments for activities that prevent, prepare for, and respond to the coronavirus.

-U.S. Department of Housing and Urban Development

Agency contact

Kaaren Roe
CDBG SECTION MANAGER

Local Government Division

kaaren.roe@commerce.wa.gov

Phone: 360.725.3018

www.commerce.wa.gov/CDBG

CDBG-CV1 Grant Options Table

| CDBG-CV1 Grant Option | Grantee Recipient | Consortium | Service Area | Entity providing assistance to service area residents, or managing project | Total CDBG-CV1 Award |
|-----------------------|-------------------|------------|-------------------------------|--|---|
| A | City | No | Single city | City grantee or a subrecipient serving city area | Up to \$13 per city LMI population* |
| B | County | No | Single county | County grantee or a subrecipient serving county area | County population formula amount** |
| C | County or City | Yes | 2 or more counties and cities | County or City grantee, or a subrecipient serving the combined areas | Combined county population formula amounts**, PLUS \$13 per city LMI population*, PLUS \$1,000 for each consortium city or county (not including grant recipient) |

* City amount = \$13 per LMI population based on HUD LMI percentage or CDBG approved income survey

** County amount = \$3M distributed based on population (including nonentitlement cities), with a minimum of \$8,000 for counties under 5,000 population

How did Commerce determine how much CDBG-CV1 funds each city and county could apply for and the priority activities? The population-based approach distributes funds equitably across the state, supports local/regional services and assistance programs, builds on local grant administration capacity, allows flexibility to respond to state and local priorities, and targets funds towards activities that benefit persons with low- and moderate-incomes impacted by COVID-19.

How do people or businesses impacted by COVID-19 access the assistance? CDBG-funded services and programs may be offered directly by the local government CDBG recipient, or they may pass the funds to a subrecipient service provider. So contact your local government, [community action program](#), or [associate development organization](#) to learn if CDBG-funded assistance or other resources are available, and the eligibility criteria.

When do the funds begin and end? CDBG-CV funds may reimburse allowable costs incurred by the grantee recipient or subrecipient for approved activities related to COVID-19 beginning March 27, 2020 (CARES Act authorization date). The funds must be expended in a timely manner to address immediate needs. The grantee recipient's CDBG-CV contract will establish the end date, which could extend to June 30, 2022.

Community Development Block Grant Coronavirus (CDBG-CV1)
thru CARES Act
Funding Distribution (6/22/2020)
for Washington State CDBG Nonentitlement Jurisdictions

| County | Jurisdiction | 2019 Population Estimate | LMI Population Estimate | Amount in Dollars |
|-----------------|-------------------------|--------------------------|-------------------------|-------------------|
| Adams | Consortium Total | | | \$117,089 |
| Adams | Consortium Incentive | | | \$5,000 |
| Adams | Adams County | 20,150 | | \$41,009 |
| Adams | Hatton | 115 | 77 | \$997 |
| Adams | Lind | 550 | 328 | \$4,261 |
| Adams | Othello | 8,345 | 4,039 | \$52,507 |
| Adams | Ritzville | 1,660 | 916 | \$11,904 |
| Adams | Washtucna | 210 | 109 | \$1,411 |
| Asotin | Consortium Total | | | \$98,333 |
| Asotin | Consortium Incentive | | | \$2,000 |
| Asotin | Asotin County | 22,520 | | \$45,833 |
| Asotin | Asotin | 1,280 | 395 | \$5,138 |
| Asotin | Clarkston | 7,205 | 3,489 | \$45,362 |
| Benton | Consortium Total | | | \$192,011 |
| Benton | Consortium Incentive | | | \$3,000 |
| Benton | Benton County | 61,280 | | \$124,717 |
| Benton | Benton City | 3,520 | 1,428 | \$18,565 |
| Benton | Prosser | 6,145 | 2,228 | \$28,958 |
| Benton | West Richland | 15,340 | 1,290 | \$16,771 |
| Chelan | Consortium Total | | | \$145,067 |
| Chelan | Consortium Incentive | | | \$4,000 |
| Chelan | Chelan County | 43,770 | | \$89,081 |
| Chelan | Cashmere | 3,100 | 874 | \$11,365 |
| Chelan | Chelan | 4,265 | 1,850 | \$24,052 |
| Chelan | Entiat | 1,255 | 527 | \$6,856 |
| Chelan | Leavenworth | 2,040 | 747 | \$9,714 |
| Clallam | Consortium Total | | | \$352,146 |
| Clallam | Consortium Incentive | | | \$4,000 |
| Clallam | Clallam County | 76,010 | | \$154,696 |
| Clallam | Forks | 3,635 | 1,957 | \$25,442 |
| Clallam | Port Angeles | 19,620 | 9,015 | \$117,200 |
| Clallam | Sequim | 7,695 | 3,908 | \$50,808 |
| Columbia | Consortium Total | | | \$27,613 |
| Columbia | Consortium Incentive | | | \$2,000 |
| Columbia | Columbia County | 4,160 | | \$8,000 |
| Columbia | Dayton | 2,560 | 1,275 | \$16,580 |
| Columbia | Starbuck | 130 | 79 | \$1,033 |
| Cowlitz | Consortium Total | | | \$251,329 |
| Cowlitz | Consortium Incentive | | | \$3,000 |
| Cowlitz | Cowlitz County | 64,630 | | \$131,535 |
| Cowlitz | Castle Rock | 2,215 | 987 | \$12,825 |
| Cowlitz | Kalama | 2,900 | 899 | \$11,687 |
| Cowlitz | Kelso | 12,220 | 7,099 | \$92,282 |

Community Development Block Grant Coronavirus (CDBG-CV1)
thru CARES Act
Funding Distribution (6/22/2020)
for Washington State CDBG Nonentitlement Jurisdictions

| County | Jurisdiction | 2019 Population Estimate | LMI Population Estimate | Amount in Dollars |
|---------------------|-------------------------|--------------------------|-------------------------|-------------------|
| Douglas | Consortium Total | | | \$102,360 |
| Douglas | Consortium Incentive | | | \$4,000 |
| Douglas | Douglas County | 29,110 | | \$59,245 |
| Douglas | Bridgeport | 2,500 | 1,661 | \$21,596 |
| Douglas | Mansfield | 330 | 102 | \$1,331 |
| Douglas | Rock Island | 1,130 | 608 | \$7,903 |
| Douglas | Waterville | 1,185 | 637 | \$8,285 |
| Ferry | Consortium Total | | | \$25,423 |
| Ferry | Consortium Incentive | | | \$1,000 |
| Ferry | Ferry County | 7,830 | | \$15,936 |
| Ferry | Republic | 1,100 | 653 | \$8,487 |
| Franklin | Consortium Total | | | \$94,918 |
| Franklin | Consortium Incentive | | | \$3,000 |
| Franklin | Franklin County | 19,390 | | \$39,463 |
| Franklin | Connell | 5,500 | 3,582 | \$46,568 |
| Franklin | Kahlotus | 165 | 106 | \$1,382 |
| Franklin | Mesa | 495 | 347 | \$4,505 |
| Garfield | Consortium Total | 2,220 | | \$17,552 |
| Garfield | Consortium Incentive | 1,400 | 658 | \$1,000 |
| Garfield | Garfield County | 2,220 | | \$8,000 |
| Garfield | Pomeroy | 1,400 | 658 | \$8,552 |
| Grant | Consortium Total | | | \$575,517 |
| Grant | Consortium Incentive | | | \$14,000 |
| Grant | Grant County | 98,740 | | \$200,956 |
| Grant | Coulee City | 570 | 233 | \$3,034 |
| Grant | Electric City | 1,030 | 325 | \$4,219 |
| Grant | Ephrata | 8,180 | 3,376 | \$43,887 |
| Grant | George | 725 | 429 | \$5,582 |
| Grant | Grand Coulee | 1,055 | 631 | \$8,197 |
| Grant | Hartline | 155 | 52 | \$672 |
| Grant | Krupp | 50 | 28 | \$361 |
| Grant | Mattawa | 4,920 | 3,476 | \$45,188 |
| Grant | Moses Lake | 24,220 | 10,686 | \$138,916 |
| Grant | Quincy | 7,720 | 4,028 | \$52,358 |
| Grant | Royal City | 2,295 | 1,814 | \$23,588 |
| Grant | Soap Lake | 1,585 | 1,018 | \$13,237 |
| Grant | Warden | 2,765 | 1,582 | \$20,568 |
| Grant | Wilson Creek | 215 | 58 | \$755 |
| Grays Harbor | Consortium Total | | | \$483,472 |
| Grays Harbor | Consortium Incentive | | | \$9,000 |
| Grays Harbor | Grays Harbor County | 74,160 | | \$150,931 |
| Grays Harbor | Aberdeen | 16,880 | 8,857 | \$115,140 |
| Grays Harbor | Cosmopolis | 1,680 | 538 | \$6,998 |

Community Development Block Grant Coronavirus (CDBG-CV1)
thru CARES Act
Funding Distribution (6/22/2020)
for Washington State CDBG Nonentitlement Jurisdictions

| County | Jurisdiction | 2019 Population Estimate | LMI Population Estimate | Amount in Dollars |
|------------------|-------------------------|--------------------------|-------------------------|-------------------|
| Grays Harbor | Elma | 3,375 | 1,676 | \$21,788 |
| Grays Harbor | Hoquiam | 8,540 | 4,997 | \$64,958 |
| Grays Harbor | McCleary | 1,790 | 679 | \$8,822 |
| Grays Harbor | Montesano | 4,175 | 1,223 | \$15,897 |
| Grays Harbor | Oakville | 695 | 359 | \$4,673 |
| Grays Harbor | Ocean Shores | 6,490 | 3,095 | \$40,236 |
| Grays Harbor | Westport | 2,125 | 3,464 | \$45,029 |
| Island | Consortium Total | | | \$348,879 |
| Island | Consortium Incentive | | | \$3,000 |
| Island | Island County | 84,820 | | \$172,626 |
| Island | Coupeville | 1,925 | 913 | \$11,864 |
| Island | Langley | 1,195 | 511 | \$6,649 |
| Island | Oak Harbor | 22,970 | 11,903 | \$154,740 |
| Jefferson | Consortium Total | | | \$119,143 |
| Jefferson | Consortium Incentive | | | \$1,000 |
| Jefferson | Jefferson County | 31,900 | | \$64,923 |
| Jefferson | Port Townsend | 9,610 | 4,094 | \$53,220 |
| Kittitas | Consortium Total | | | \$292,365 |
| Kittitas | Consortium Incentive | | | \$5,000 |
| Kittitas | Kittitas County | 46,570 | | \$94,780 |
| Kittitas | Cle Elum | 1,915 | 993 | \$12,913 |
| Kittitas | Ellensburg | 19,960 | 12,383 | \$160,981 |
| Kittitas | Kittitas | 1,530 | 873 | \$11,345 |
| Kittitas | Roslyn | 900 | 346 | \$4,500 |
| Kittitas | South Cle Elum | 535 | 219 | \$2,845 |
| Klickitat | Consortium Total | | | \$93,606 |
| Klickitat | Consortium Incentive | | | \$3,000 |
| Klickitat | Klickitat County | 22,430 | | \$45,650 |
| Klickitat | Bingen | 750 | 291 | \$3,783 |
| Klickitat | Goldendale | 3,545 | 1,921 | \$24,978 |
| Klickitat | White Salmon | 2,610 | 1,246 | \$16,195 |
| Lewis | Consortium Total | | | \$385,221 |
| Lewis | Consortium Incentive | | | \$9,000 |
| Lewis | Lewis County | 79,480 | | \$161,758 |
| Lewis | Centralia | 17,170 | 9,045 | \$117,587 |
| Lewis | Chehalis | 7,535 | 3,801 | \$49,418 |
| Lewis | Morton | 1,125 | 585 | \$7,605 |
| Lewis | Mossyrock | 770 | 452 | \$5,878 |
| Lewis | Napavine | 1,980 | 871 | \$11,326 |
| Lewis | Pe Ell | 655 | 376 | \$4,887 |
| Lewis | Toledo | 720 | 292 | \$3,791 |
| Lewis | Vader | 625 | 358 | \$4,657 |
| Lewis | Winlock | 1,340 | 716 | \$9,314 |

Community Development Block Grant Coronavirus (CDBG-CV1)
thru CARES Act
Funding Distribution (6/22/2020)
for Washington State CDBG Nonentitlement Jurisdictions

| County | Jurisdiction | 2019 Population Estimate | LMI Population Estimate | Amount in Dollars |
|---------------------|-------------------------|--------------------------|-------------------------|-------------------|
| Lincoln | Consortium Total | | | \$66,234 |
| Lincoln | Consortium Incentive | | | \$8,000 |
| Lincoln | Lincoln County | 10,960 | | \$22,306 |
| Lincoln | Almira | 275 | 114 | \$1,484 |
| Lincoln | Creston | 225 | 123 | \$1,596 |
| Lincoln | Davenport | 1,730 | 708 | \$9,201 |
| Lincoln | Harrington | 415 | 217 | \$2,822 |
| Lincoln | Odessa | 910 | 497 | \$6,456 |
| Lincoln | Reardan | 580 | 322 | \$4,189 |
| Lincoln | Sprague | 440 | 295 | \$3,830 |
| Lincoln | Wilbur | 890 | 489 | \$6,351 |
| Mason | Consortium Total | | | \$212,393 |
| Mason | Consortium Incentive | | | \$1,000 |
| Mason | Mason County | 64,980 | | \$132,248 |
| Mason | Shelton | 10,220 | 6,088 | \$79,145 |
| Okanogan | Consortium Total | | | \$227,285 |
| Okanogan | Consortium Incentive | | | \$13,000 |
| Okanogan | Okanogan County | 42,730 | | \$86,964 |
| Okanogan | Brewster | 2,405 | 1,522 | \$19,791 |
| Okanogan | Conconully | 235 | 111 | \$1,438 |
| Okanogan | Coulee Dam (combined) | 1,100 | 408 | \$5,307 |
| Okanogan | Elmer City | 290 | 114 | \$1,483 |
| Okanogan | Nespelem | 245 | 147 | \$1,911 |
| Okanogan | Okanogan | 2,640 | 1,363 | \$17,716 |
| Okanogan | Omak | 4,940 | 2,973 | \$38,654 |
| Okanogan | Oroville | 1,700 | 1,108 | \$14,398 |
| Okanogan | Pateros | 585 | 353 | \$4,585 |
| Okanogan | Riverside | 285 | 189 | \$2,455 |
| Okanogan | Tonasket | 1,110 | 802 | \$10,421 |
| Okanogan | Twisp | 980 | 508 | \$6,598 |
| Okanogan | Winthrop | 480 | 197 | \$2,565 |
| Pacific | Consortium Total | | | \$105,336 |
| Pacific | Consortium Incentive | | | \$4,000 |
| Pacific | Pacific County | 21,640 | | \$44,042 |
| Pacific | Ilwaco | 965 | 651 | \$8,467 |
| Pacific | Long Beach | 1,455 | 938 | \$12,193 |
| Pacific | Raymond | 2,885 | 1,700 | \$22,094 |
| Pacific | South Bend | 1,625 | 1,118 | \$14,540 |
| Pend Oreille | Consortium Total | | | \$57,208 |
| Pend Oreille | Consortium Incentive | | | \$5,000 |
| Pend Oreille | Pend Oreille County | 13,740 | | \$27,964 |
| Pend Oreille | Cusick | 205 | 127 | \$1,650 |
| Pend Oreille | Ione | 450 | 234 | \$3,047 |
| Pend Oreille | Metaline | 170 | 21 | \$270 |
| Pend Oreille | Metaline Falls | 240 | 169 | \$2,196 |

Community Development Block Grant Coronavirus (CDBG-CV1)
thru CARES Act
Funding Distribution (6/22/2020)
for Washington State CDBG Nonentitlement Jurisdictions

| County | Jurisdiction | 2019 Population Estimate | LMI Population Estimate | Amount in Dollars |
|--------------------|-------------------------|--------------------------|-------------------------|-------------------|
| Pend Oreille | Newport | 2,190 | 1,314 | \$17,082 |
| Pierce | Bonney Lake | 21,060 | 4,966 | \$64,557 |
| San Juan | Consortium Total | | | \$50,039 |
| San Juan | Consortium Incentive | | | \$1,000 |
| San Juan | San Juan County | 17,150 | | \$34,904 |
| San Juan | Friday Harbor | 2,420 | 1,087 | \$14,135 |
| Skagit | Consortium Total | | | \$333,078 |
| Skagit | Consortium Incentive | | | \$6,000 |
| Skagit | Skagit County | 75,850 | | \$154,370 |
| Skagit | Burlington | 9,140 | 5,065 | \$65,850 |
| Skagit | Concrete | 745 | 492 | \$6,391 |
| Skagit | Hamilton | 300 | 170 | \$2,204 |
| Skagit | La Conner | 960 | 544 | \$7,072 |
| Skagit | Lyman | 450 | 168 | \$2,181 |
| Skagit | Sedro-Woolley | 11,690 | 6,846 | \$89,009 |
| Skamania | Consortium Total | | | \$38,244 |
| Skamania | Consortium Incentive | | | \$2,000 |
| Skamania | Skamania County | 12,060 | | \$24,545 |
| Skamania | North Bonneville | 295 | 117 | \$1,516 |
| Skamania | Stevenson | 1,620 | 783 | \$10,183 |
| Stevens | Consortium Total | | | \$179,716 |
| Stevens | Consortium Incentive | | | \$6,000 |
| Stevens | Stevens County | 45,570 | | \$92,744 |
| Stevens | Chewelah | 2,765 | 1,717 | \$22,322 |
| Stevens | Colville | 4,760 | 2,657 | \$34,541 |
| Stevens | Kettle Falls | 1,650 | 706 | \$9,183 |
| Stevens | Marcus | 175 | 101 | \$1,310 |
| Stevens | Northport | 1,030 | 784 | \$10,192 |
| Stevens | Springdale | 315 | 263 | \$3,424 |
| Wahkiakum | Consortium Total | | | \$12,045 |
| Wahkiakum | Consortium Incentive | | | \$1,000 |
| Wahkiakum | Wahkiakum County | 4,190 | | \$8,000 |
| Wahkiakum | Cathlamet | 520 | 234 | \$3,045 |
| Walla Walla | Consortium Total | | | \$129,203 |
| Walla Walla | Consortium Incentive | | | \$3,000 |
| Walla Walla | Walla Walla County | 27,960 | | \$56,904 |
| Walla Walla | College Place | 9,665 | 4,553 | \$59,191 |
| Walla Walla | Prescott | 330 | 233 | \$3,032 |
| Walla Walla | Waitsburg | 1,230 | 544 | \$7,076 |
| Whatcom | Consortium Total | | | \$472,459 |
| Whatcom | Consortium Incentive | | | \$6,000 |

Community Development Block Grant Coronavirus (CDBG-CV1)
thru CARES Act
Funding Distribution (6/22/2020)
for Washington State CDBG Nonentitlement Jurisdictions

| County | Jurisdiction | 2019 Population Estimate | LMI Population Estimate | Amount in Dollars |
|--|-------------------------|--------------------------|-------------------------|--------------------|
| Whatcom | Whatcom County | 135,190 | | \$275,139 |
| Whatcom | Blaine | 5,425 | 1,779 | \$23,125 |
| Whatcom | Everson | 2,800 | 1,326 | \$17,239 |
| Whatcom | Ferndale | 14,300 | 5,764 | \$74,936 |
| Whatcom | Lynden | 14,470 | 4,628 | \$60,158 |
| Whatcom | Nooksack | 1,605 | 534 | \$6,936 |
| Whatcom | Sumas | 1,604 | 687 | \$8,927 |
| | | | | |
| Whitman | Consortium Total | | | \$466,181 |
| Whitman | Consortium Incentive | | | \$16,000 |
| Whitman | Whitman County | 50,130 | | \$102,025 |
| Whitman | Albion | 550 | 353 | \$4,583 |
| Whitman | Colfax | 2,825 | 1,340 | \$17,422 |
| Whitman | Colton | 445 | 133 | \$1,729 |
| Whitman | Endicott | 295 | 160 | \$2,077 |
| Whitman | Farmington | 155 | 44 | \$576 |
| Whitman | Garfield | 600 | 358 | \$4,651 |
| Whitman | LaCrosse | 310 | 140 | \$1,825 |
| Whitman | Lamont | 80 | 61 | \$795 |
| Whitman | Malden | 200 | 153 | \$1,988 |
| Whitman | Oakesdale | 425 | 187 | \$2,433 |
| Whitman | Palouse | 1,080 | 430 | \$5,589 |
| Whitman | Pullman | 34,560 | 22,374 | \$290,864 |
| Whitman | Rosalia | 560 | 326 | \$4,242 |
| Whitman | St. John | 505 | 255 | \$3,310 |
| Whitman | Tekoa | 770 | 382 | \$4,972 |
| Whitman | Uniontown | 355 | 85 | \$1,099 |
| | | | | |
| Yakima | Consortium Total | | | \$874,918 |
| Yakima | Consortium Incentive | | | \$13,000 |
| Yakima | Yakima County | 161,510 | | \$328,706 |
| Yakima | Grandview | 11,200 | 5,842 | \$75,945 |
| Yakima | Granger | 4,075 | 2,651 | \$34,460 |
| Yakima | Harrah | 675 | 352 | \$4,581 |
| Yakima | Mabton | 2,320 | 1,580 | \$20,539 |
| Yakima | Moxee | 4,135 | 1,626 | \$21,136 |
| Yakima | Naches | 990 | 517 | \$6,727 |
| Yakima | Selah | 7,965 | 3,170 | \$41,211 |
| Yakima | Sunnyside | 17,070 | 9,892 | \$128,597 |
| Yakima | Tieton | 1,305 | 573 | \$7,444 |
| Yakima | Toppenish | 9,105 | 5,788 | \$75,245 |
| Yakima | Union Gap | 6,275 | 4,111 | \$53,448 |
| Yakima | Wapato | 5,055 | 3,737 | \$48,583 |
| Yakima | Zillah | 3,185 | 1,177 | \$15,295 |
| | | | | |
| CDBG Nonentitlement State Total | | | | \$7,010,942 |

City amount = \$13 per city LMI population based on HUD LMI percentage or CDBG approved Income Survey

Community Development Block Grant Coronavirus (CDBG-CV1)
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Funding Distribution (6/22/2020)
for Washington State CDBG Nonentitlement Jurisdictions

| County | Jurisdiction | 2019 Population Estimate | LMI Population Estimate | Amount in Dollars |
|--------|--------------|--------------------------|-------------------------|-------------------|
|--------|--------------|--------------------------|-------------------------|-------------------|

County amount = \$3M distributed evenly based on county population (excluding CDBG entitlement city population(s), if applicable); with a minimum of \$8,000 for counties under 5,000 population

Additional city/county consortium incentive awards of \$1,000 per city/county available

CARES Act CDBG-CV1 Grants

Eligible Activities Guide

ELIGIBLE ACTIVITIES

CDBG eligible activities are in the Housing and Community Development Act of 1974, Section 105 (the Act). CDBG-CV1 eligible activities include microenterprise assistance; public services; and public health, emergency response, or temporary housing facilities that address COVID-19 impacts. These CDBG-CV1 eligible activities are defined in the following pages. A full list of CDBG eligible and ineligible activities is available on the CDBG website [here](#).

Following are definitions, HUD activity codes and further guidance on CDBG-CV1 eligible activities.

MICROENTERPRISE ASSISTANCE

| HUD CODE | |
|-------------|---|
| 18C | HUD defines a microenterprise as a commercial enterprise having five or less employees, including the owner(s). To be eligible for CDBG-CV funding, the business must have a physical location and be able to document loss of revenue due to COVID-19 impacts. Or the funding can expand a microenterprise that provides COVID-19 response services such as medical, food delivery, cleaning and other services to support home health and quarantine. |

CDBG funds can support a local microenterprises assistance program by funding:

1. Provisions of credit (including grants) for the establishment, stabilization, and expansion of microenterprises. Initial amounts generally not to exceed \$25,000. Grant money may be used only for the operating expenses of the awarded business. The operating expenses are defined as the day-to-day trading operations of the business such as covering payroll and rent.
2. General and technical assistance, advice and business support services to owners of microenterprises and persons developing microenterprises.
3. Operation of the fund including staffing for pre- and post-loan technical assistance, loan servicing activities and loan collection activities.

The county either directly administers a local microenterprise assistance program or, in most cases, passes the funds to a local or regional economic/community development organization. This organization uses the funds to provide technical assistance, package loans/grants, and manage loan portfolio payments for qualifying microenterprises.

The CDBG-funded technical and financial assistance must be structured to benefit only LMI households; or in limited circumstances when an emergency has been declared, assistance may qualify as meeting an urgent need.

The CDBG COVID-19 Microenterprise Assistance Guide with template forms for developing and implementing a CDBG-funded microenterprise assistance program is available on Commerce's CDBG-CV website and [here](#).

PUBLIC SERVICES DEFINITIONS AND CODES

CDBG can fund a wide range of public services that meet a CDBG national objective. Below is an excerpt from HUD's database manual providing definitions and codes for CDBG eligible public services. Services that most likely respond to COVID-19 impacts are highlighted.

Subsistence Payments are short-term (no more than three month) emergency payments for utilities, rent or mortgage. The CDBG COVID-19 Subsistence Payment Guide with template forms for developing and implementing a CDBG-funded utility, rent and/or mortgage emergency assistance program is available on Commerce's CDBG-CV website and [here](#).

CDBG funded public services may cover labor, supplies, materials, and other costs directly tied to service delivery). Planning and community organization activities, not directly linked to the delivery of an eligible public service to a client, are not eligible. CDBG cannot fund general outreach activities or partnership building activities, unless you can count and report on the clients receiving a direct service from those activities.

| HUD CODE | Type of Services and Definition |
|------------|---|
| 05A | Senior Services Services for the elderly. 05A may be used for an activity that serves both the elderly and persons with disabilities provided it is intended primarily to serve elderly. <i>If the activity is intended primarily to serve persons with disabilities, use 05B instead.</i> |
| 05B | Services for Persons with Disabilities Services for the persons with disabilities, regardless of age. <i>If the activity is intended primarily for elderly persons, use 05A instead.</i> |
| 05C | Legal Services Services providing legal aid to low- and moderate-income (LMI) persons. <i>If the legal service is only for the settlement of tenant/landlord disputes, use 05K.</i> |
| 05D | Youth Services Services for young people age 13 to 19 that include, for example, recreational services limited to teenagers and teen counseling programs. Also use 05D for counseling programs that target teens but include counseling for the family as well. <i>For services for children age 12 and under, use 05L; for services for abused and neglected children, use 05N.</i> |
| 05E | Transportation Services General transportation services. <i>Transportation services for a specific client group should use the matrix code for that client group. For example, use 05A for transportation services for the elderly.</i> |
| 05F | Substance Abuse Services Substance abuse recovery programs and substance abuse prevention/education activities. |
| 05G | Services for victims of domestic violence, dating violence, sexual assault or stalking Services for victims of domestic violence, dating violence, sexual assault or stalking. <i>For services limited to abused and neglected children, use 05N.</i> |

| HUD CODE | Type of Services and Definition |
|----------|---|
| 05H | Employment Training Assistance to increase self-sufficiency, including literacy, independent living skills, resume writing, job coaching, “how to get and keep a job” training, or training students in a particular field on skill when there is no tie to a specific position or business. |
| 05I | Crime Awareness/Prevention Promotion of crime awareness and prevention, including crime prevention education programs and paying for security guards. |
| 05J | Fair Housing Activities (subject to Public Services subrecipient) Fair housing services (3.g., counseling on housing discrimination) that meet a national objective. |
| 05K | Tenant/Landlord Counseling Counseling to help prevent or settle disputes between tenants and landlords. |
| 05L | Child Care Services Services that will benefit children (generally < age 13), including parenting skills classes. |
| 05M | Health Services Services addressing the physical health needs of residents of the community. <i>For mental health services, use 05O.</i> |
| 05N | Services for Abused and Neglected Children Daycare and other services exclusively for abused and neglected children. |
| 05O | Mental Health Services Services addressing the mental health needs of residents of the community. |
| 05P | Screening for Lead Poisoning Activities undertaken primarily to provide screening for lead poisoning. |
| 05Q | Subsistence Payments One-time or short-term (no more than three month) emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Examples include utility payments to prevent cutoff of service and rent/mortgage payments to prevent eviction. <i>Further guidance from the list of CDBG Eligible and Ineligible Activities: Direct payments to individuals for their food, clothing, utilities or other income payments are not eligible. Income payments or emergency vouchers paid to a third party for no more than three consecutive months may be eligible.</i> |
| 05R | Homebuyer Downpayment Assistance - Excluding Housing Counseling If needed, see the full definition in HUD's list of CDBG Eligible Activity Codes . |
| 05S | Rental Housing Subsidies Tenant subsidies exclusively for rental payments for more than three months. Activities providing this form of assistance must be carried out by CBDOs or 105(a)(15) entities. |
| 05T | Security Deposits Tenant subsidies exclusively for payment of security deposits. |

| HUD CODE | Type of Services and Definition |
|-------------|--|
| 05U | Housing Counseling only Housing counseling for renters, homeowners, and/or potential new homebuyers that is provided as an independent public service (i.e., not as part of another eligible housing activity). |
| 05Ua | Energy Conservation Counseling Energy conversation counseling and testing for renters, homeowners, and/or potential new homebuyers that is provided as an independent public service (i.e., not as part of another eligible housing activity). |
| 05V | Neighborhood Cleanups One-time or short-term efforts to remove trash and debris from neighborhoods. Examples of legitimate uses of this code include neighborhood cleanup campaigns and graffiti removal. |
| 05W | Food Banks Costs associated with the operation of food banks, community kitchens, and food pantries, such as staff costs, supplies, utilities, maintenance, and insurance. |
| 05X | Housing Information and Referral Services An activity that provides housing information, education, and referral services, or general budget/financial counseling that does not meet the 24 CFR 5.100 definition of Housing Counseling. |
| 05Y | Housing Counseling - Supporting Homebuyer Downpayment Assistance (05R) Housing Counseling that is provided to in conjunction with homebuyer downpayment assistance (05R) as a public service. |
| 05Z | Other Public Services Examples are client referrals to social services, neighborhood cleanup, graffiti removal, and food distribution (community kitchen, food bank, and food pantry services). |

Here is guidance on specific types of services that are eligible under only limited conditions:

- Resource Referral - If CDBG is to fund a staff person (such as a receptionist) who refers clients to both COVID-19 and non COVID-19 response services, then CDBG-CV can cover the referral service costs only in the proportion of total persons receiving COVID-19 response services, as well as meet the LMI National Objective. Contact CDBG if seeking to fund resource referral services.
- Outreach costs - Outreach is not an eligible CDBG public service in of itself. Outreach to inform clients of a specific program can be an allowable expense, but only as part of that program's service delivery costs. Specific partnership building costs necessary to provide a direct client service could be an allowable expense as part of that program's service delivery costs and that Program Name and service description would be listed in the table.
- Housing Related Services – Many housing related activities are not eligible as a CDBG public service because they are eligible instead for a housing rehabilitation, facility or homeownership assistance type of CDBG grant. Make sure your service description of any housing related services clearly shows how the service meets the definition of an eligible CDBG public service.

Please note: While the CARES Act [Coronavirus Relief Fund \(CRF\)](#) can fund similar local government activities that may be considered a public related service, the CRF differs from the CARES Act CDBG-CV funding requirements. A comparison of eligible activities is available on Commerce's [CDBG-CV website](#).

PUBLIC (OR NON-PROFIT) FACILITIES DEFINITIONS AND CODES

CDBG can fund a wide range of public facilities. CDBG-CV1 funds are available for public health, emergency response, or temporary housing facilities that address COVID-19 impacts. The primary HUD codes for facilities most likely to be targeted in response to COVID-19 impacts are listed below. For the full list of 03 public facility codes, here is a link to [HUD's list of CDBG Eligible Activity Codes](#).

| HUD CODE | Type of Facilities and Definitions |
|------------|---|
| 03C | <p>Homeless Facilities (not operating costs)</p> <p>Acquisition, construction, conversion of buildings, or rehabilitation of temporary shelters and transitional housing for the homeless, including victims of domestic violence, dating violence, sexual assault or stalking, disaster victims, runaway children, drug offenders, and parolees.</p> <p><i>Note: For the construction of permanent housing for the homeless, use code 12; for the rehabilitation of such housing, use the appropriate 14* code; for facilities for abused and neglected children, use 03Q.</i></p> |
| 03E | <p>Neighborhood Facilities</p> <p>Acquisition, construction, or rehabilitation of facilities that are principally designed to serve a neighborhood and that will be used for social services or for multiple purposes (including recreation). Such facilities may include libraries and community centers.</p> |
| 03P | <p>Health Facilities</p> <p>Acquisition, construction, or rehabilitation of physical or mental health facilities. Examples of such facilities include neighborhood clinics, hospitals, nursing homes, and convalescent homes.</p> <p><i>Health facilities for a specific client group should use the matrix code for that client group. For example, use 03Q for the construction or rehabilitation of health facilities for abused and neglected children.</i></p> |
| 03Z | <p>Other Public Improvements Not Listed in 03A-03S</p> <p>This matrix code replaces matrix code 03. Only use this code when an activity does not fall under a more specific 03A – 03S matrix code. Check the following before using this matrix code:</p> <ul style="list-style-type: none"> • Grantees may only have one public facility in an activity. Grantees must set up a separate activity for each public facility. When two or more related facilities are funded by CDBG, the grantee needs to set up a separate activity for each facility or improvement. • 03Z can be used for seawalls, bus shelters, retaining walls, and wind turbines. • 03Z can be used for activities that assist persons with disabilities by removing architectural barriers from or providing ADA improvements to government buildings (activities that otherwise would not be eligible for CDBG funding). |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-322

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|--------------|
| File ID: | AB2020-322 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/24/2020 | Entered by: | SMurdoch@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Presentation | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Report from the Health Department on the Behavioral Health Program Fund - School Services

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Presentation



Memorandum

TO: SATPAL SIDHU

FROM: Behavioral Health Advisory Committee

DATE: July 22, 2020

RE: Presentation to Finance on Behavioral Health Program Fund - School Services

The Health Department will provide a report from the Behavioral Health Program Fund to the County Council Finance Committee on August 5, 2020. The Behavioral Health Program Fund, made possible by local sales tax dollars, has been essential in responding to the continued needs of the community.

The focus of this report is on mental health and substance abuse services provided to youth and families through school-based contracts. The provided report highlights services provided by the seven school districts in Whatcom County during the 2019/20 school year. While some districts continue to offer summer services, this report covers the September through June academic year.

Services delivered through the schools have continued to support critical areas of the PITA (Prevention, Intervention, Treatment and Aftercare) continuum of care for both mental health and substance abuse. In collaboration with the County, each school district designed their services to meet their unique local needs.

School-based services were very successful in reaching, and impacting, many youth and their families during this past school year. This includes serving over 1,246 youth through targeted services, and reaching nearly 8,000 community members through trainings and community events. Outcomes from these efforts have shown positive reductions in substance use, conduct problems, and skipping school, as well as in demonstrating improved functioning, communication, and healthy bonding opportunities. These services continued during school closures resulting from the pandemic, and provided essential support through a time of elevated isolation and growing concerns with anxiety and depression.

The schools continue to be an effective vehicle for the delivery of Behavioral Health services throughout Whatcom County. Many school districts reach parts of the county where limited services exist. In fact, 78% of the services provided to individuals and families were outside of Bellingham city limits.

The Behavioral Health Advisory Committee (BHAC) continues to meet regularly to understand the needs of the community, review and make recommendations on funding strategies and program priorities, and support an infrastructure that provides quality care in Whatcom County.

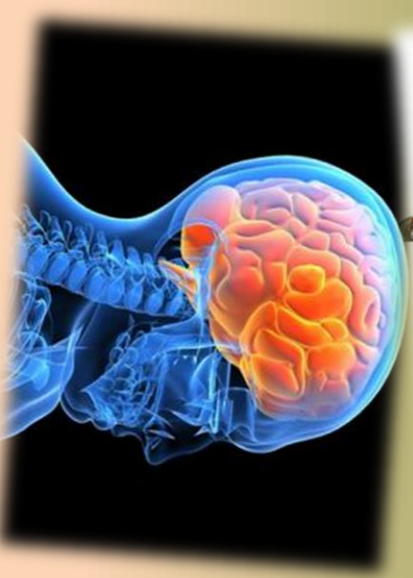
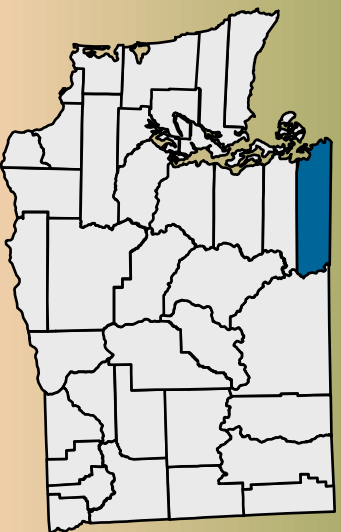


Whatcom County

Behavioral Health Fund

School Services Report

2019/2020



Prevention Science

- Use of Evidence-Based Best Practices
- Delaying onset

Cost Benefits

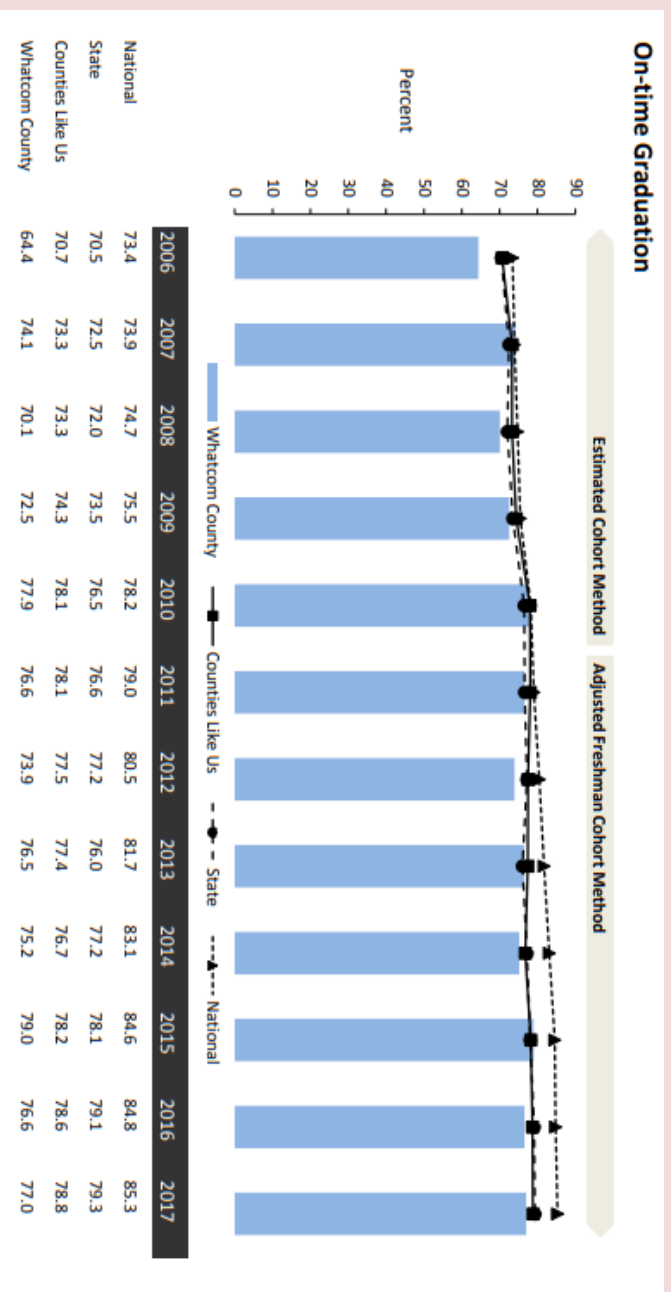
- Effective School-Based programs ***save \$18 for every \$1 spent***
- Over \$100k provided in matching support
- Leveraged Funds (secured 21st Century Grant at \$258k/yr for 5 years, totaling \$1.29 million)

Local Trends & Needs

- **30 day Alcohol Use (2010 to 2018)**
 - Grade 8: 8% decrease (18%-8%)
 - Grade 10: 10% decrease (32%-22%)
- **Problem/heaving drinking (2010 to 2018)**
 - Grade 10: 9% decrease (22%-13%)
- **30-day Marijuana Use (2010 to 2018)**
 - Grade 8: 2% decrease (9%-8%)
 - Grade 10: 1% decrease(22%-208%)
- **30-day Tobacco Use**
 - Trended down (all grades) for the past 18 years
 - More than 50% reduction since 2000

Local Trends & Needs

- On-time Graduation has remained fairly stable

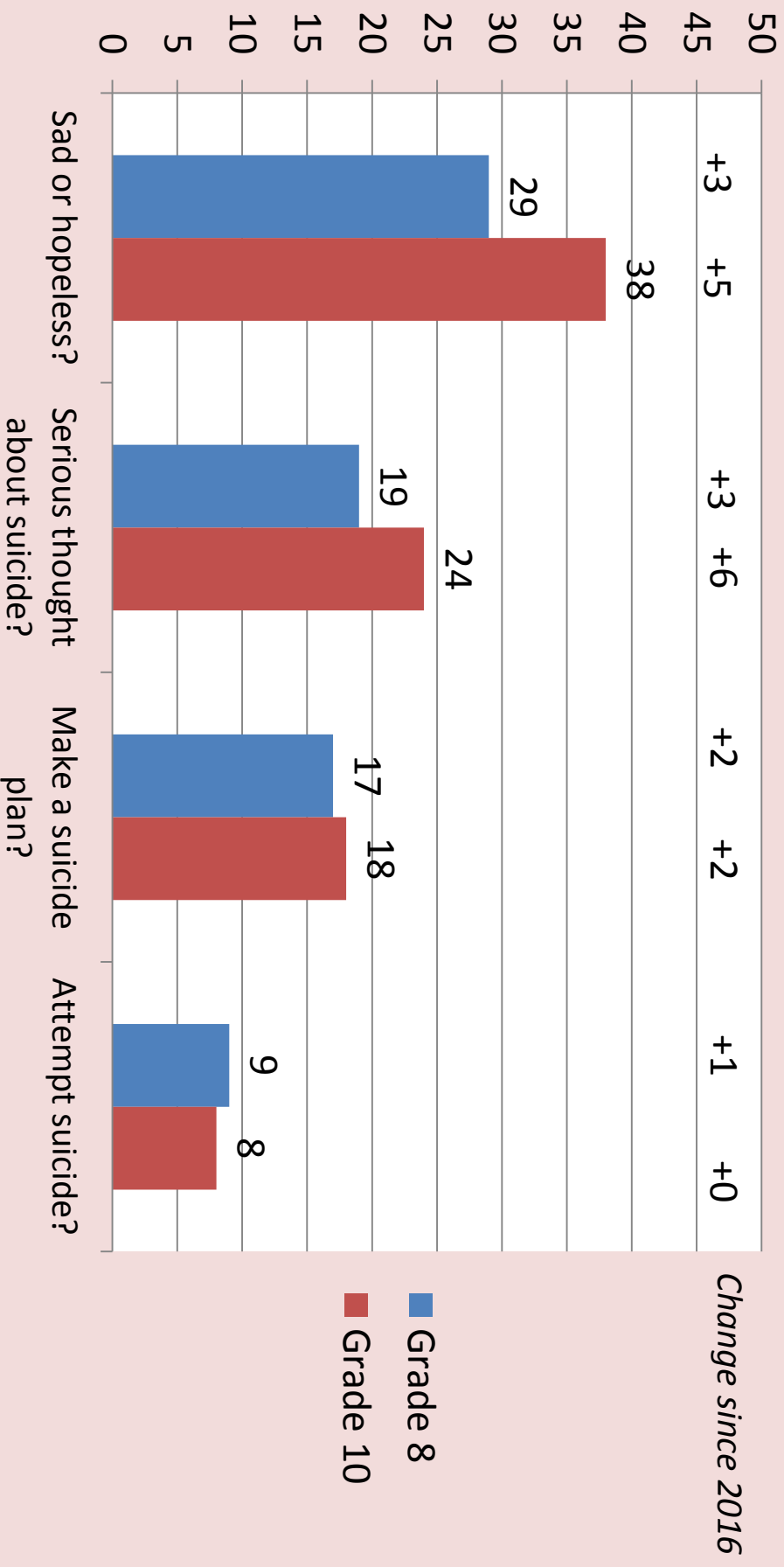


- **Youth Arrest rates (Age 10-17) multi-year downward trend:**
 - Total Arrests, Alcohol Violation, Drug Law Violation, Property Crime

Mental Health Status

Nearly one in three students reported depressive feelings in the past year.


About one in five have made a plan for suicide in the past year.




Services & Outcomes

- Overview of services
 - Types of service
 - Reach, scope, and frequency
- School Report Highlights
 - Increased access to services
 - Improved school performance
 - Connection to treatment
 - Engagement of community-based supports
- Behavioral Health Forecast
 - Services during COVID
 - Upcoming needs

Services & Outcomes (Student Assistance Programs)

| <i>Intervention Goals</i> |  |
|-------------------------------------|---|
| Reduce or Eliminate Behavior | <u>Reduction</u> |
| Tobacco use | 22% |
| Alcohol use | 22% |
| Marijuana use | 35% |
| Anxiety, depression | 11% |
| Truancy | 8% |
| Associate w/ inappropriate peers | 26% |

| <i>Intervention Goals</i> |  |
|--|---|
| Strengthen Skills & Attitudes | <u>Increase</u> |
| Perceived risk of use | 96% |
| Awareness of social influences | 66% |
| Refusal skills | 99% |
| Assertiveness | 99% |
| Social skills | 30% |
| Communication skills | 23% |
| Decision-making | 77% |
| Social bonding | 24% |
| School bonding | 85% |
| Family bonding | 52% |

Questions?

For questions or more information contact:

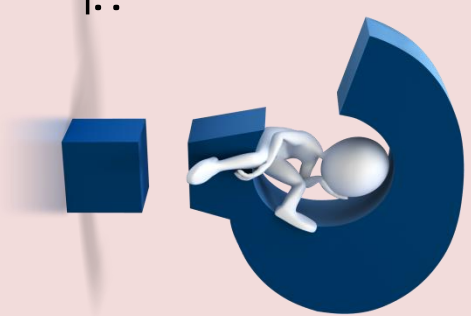
Joe Fuller

Program Specialist

Whatcom County Health Department

360-778-6045

jfuller@whatcomcounty.us



PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER COMMUNITY



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-211

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|-------------------|
| File ID: | AB2020-211 | Version: | 1 | Status: | Held In Committee |
| File Created: | 05/04/2020 | Entered by: | JThomson@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Nooksack Valley School District to provide behavioral health services, in the amount of \$120,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|---|-------------------|---|
| 07/21/2020 | Council Finance and Administrative Services Committee | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |
| 07/21/2020 | Council | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |

Attachments: Memo to County Executive, Nooksack Valley Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Nooksack Valley School District – Behavioral Health Services Contract

DATE: May 13, 2020

Attached is a contract between Whatcom County and Nooksack Valley School District for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Nooksack Valley School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Most districts require their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$120,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

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

Encl.



| | | | |
|--|--|--|--|
| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. | |
| Originating Department: | | 85 Health | |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> | | 8550 Human Services / 855020 Mental Health | |
| Contract or Grant Administrator: | | Kathleen Roy | |
| Contractor's / Agency Name: | | Nooksack Valley School District | |
| Is this a New Contract? | If not, is this an Amendment or Renewal to an Existing Contract? | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | | |
| Does contract require Council Approval? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If No, include WCC: | |
| Already approved? Council Approved Date: | | (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? | If yes, grantor agency contract number(s): | | CFDA#: |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | |
| Is this contract grant funded? | If yes, Whatcom County grant contract number(s): | | |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | |
| Is this contract the result of a RFP or Bid process? | Contract | | |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | If yes, RFP and Bid number(s): | Cost Center: | 124113 |
| Is this agreement excluded from E-Verify? | No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> | If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: | | | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | <input type="checkbox"/> Work related subcontract less than \$25,000. | |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): | | 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. | |
| \$ 120,000 | | | |
| This Amendment Amount: | | | |
| \$ | | | |
| Total Amended Amount: | | | |
| \$ | | | |
| Summary of Scope: This contract funds behavioral health services within the Nooksack Valley School District for students who are challenged with mental health and substance use problems. | | | |
| Term of Contract: | 1 Year | Expiration Date: | 08/31/2021 |
| Contract Routing: | 1. Prepared by: | JT | Date: 04/17/2020 |
| | 2. Health Budget Approval: | KR | Date: 05/01/2020 |
| | 3. Attorney signoff: | RB | Date: 05/01/2020 |
| | 4. AS Finance reviewed: | M Caldwell | Date: 05/01/2020 |
| | 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: |

CONTRACT FOR SERVICES
Between Whatcom County and Nooksack Valley School District

Nooksack Valley School District, 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 11,
 Exhibit A (Scope of Work), pp. 12 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 September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health services, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$120,000. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

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

CONTRACTOR:

Nooksack Valley School District
 PO Box 4307
 Nooksack, WA 98276

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.

 Cindy Stockwell, Assistant Superintendent

Recommended for Approval:

Date _____

Date _____

Approved as to form:

Date _____

Accepted for Whatcom County:

Date _____

CONTRACTOR INFORMATION:

Nooksack Valley School District
Cindy Stockwell, Assistant Superintendent
PO Box 4307
Nooksack, WA 98276
(360) 988-4754
Cindy.Stockwell@nv.k12.wa.us

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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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 Insurance: COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

| | |
|-----------------------------------|--------------------------------|
| Property Damage | \$500,000.00, per occurrence |
| General Liability & bodily injury | \$1,000,000.00, per occurrence |
| Annual Aggregate | \$2,000,000.00 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1, 000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non- contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier.

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

Any notices or 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: Joe Fuller, Program Specialist
(360) 778-6045

To: Nooksack Valley School District
PO Box 4307
Nooksack, WA 98276
Attention: Cindy Stockwell, Assistant Superintendent
(360) 988-4754
Cindy.Stockwell@nv.k12.wa.us

Any such notice or communication shall be deemed to have been given on (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 transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom 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:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit.” Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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 but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 85 students, ages 5 to 18 years, and their families as appropriate, within each school year contract period. Those served will be students in the Nooksack Valley School District who have been identified to have or be at risk of developing mental health and/or substance use issues.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Provide outreach to students and families affected by drug and alcohol issues and provide links to prevention and intervention services including evaluation, treatment, and counseling services.
4. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
5. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
6. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
7. Provide consultation and/or technical assistance to school district staff regarding youth with mental health and substance use issues.
8. Ensure all services are delivered by a qualified professional.
9. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.

10. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
11. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.
12. The behavioral health services provided under this contract are funded by local Whatcom County sources. Subcontracted services may include screening students and/or families for service eligibility, consulting with school staff, mental health assessments, individual and family counseling, group counseling, case management, referral to additional support services, and other mental health service not provided by other funding sources.

Reporting

Reports will be submitted according to the following timetable:

| Report Form | Service Period | Due Date |
|------------------------------------|--|---|
| Form #1: Service Tracking Sheet | a) Start of school through December b) Start of school through end of school (add January-June services to existing form) | a) January 31 st b) June 30 th |
| Form #2: Narrative Report | a) Start of school through December b) January through end of school | a) January 31 st b) June 30 th |
| Form #3: School Records Report | Start of school through end of school | June 30 th |

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$120,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

| Item | Invoice Documentation Required | Budget |
|---|---|------------------|
| Family Resource Coordinators (including salary and benefits) | General Ledger (GL) detail | \$30,000 |
| Behavioral, Prevention, and Intervention Specialists (including salary and benefits) | GL detail | \$89,000 |
| Subcontracted Services (e.g., assessment, therapy, psychological services, drugs/alcohol counseling, case management, parent education, etc.) | Subcontractor invoice showing subcontractor name, type of service, rate & hours of service, student identifier | \$500 |
| Professional development, training, and travel | Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required. For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate. | \$400 |
| Program Supplies | GL Detail | \$100 |
| TOTAL | | \$120,000 |

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for

payment must include the items identified in the table above. The Contractor shall submit invoices to (include contract/PO #):

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

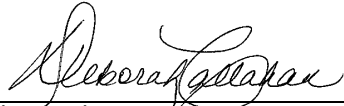
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

This Evidence of Coverage is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below and is subject to all the terms, exclusions and conditions of such coverage agreement. As a statutorily authorized and self-funded public entity interlocal cooperative among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, we cannot grant "additional insured" status (WAC 200-100-02005 and 02007).
This is to certify that the coverage listed below has been issued to the named Covered Member for the period indicated.

| | |
|--|--|
| Coverage Afforded By: | Covered Member: |
| Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700 | Nooksack Valley School District PO Box 4307 Nooksack, WA 98276 Member #: 37506 |
| Coverage Agreement #: | COV 2019-2020 |
| Coverage Period: | September 1, 2019 through August 31, 2020 |
| Effective Date of Evidence of Coverage: | September 1, 2019 |
| Expiration Date of Evidence of Coverage: | August 31, 2020 |
| Limits Available General Liability Per Occurrence: | \$1,000,000 |
| Limits Available Property: | \$1,000,000 |
| Limits Available Auto Liability: | \$1,000,000 |
| Description of Operations/Locations/Vehicle: | |
| Activities under the direct supervision of District personnel as respects coverage period September 1, 2019 through August 31, 2020. | |
| Evidence of Coverage Holder: | Issue Date: September 1, 2019 |
| To Whom It May Concern |  Authorized Signature |

Cancellation: Should the above described coverage agreement be cancelled before the expiration date, WSRMP will send 30 days written notice to the evidence of coverage holder named above.



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

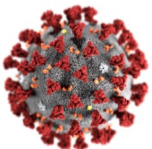
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

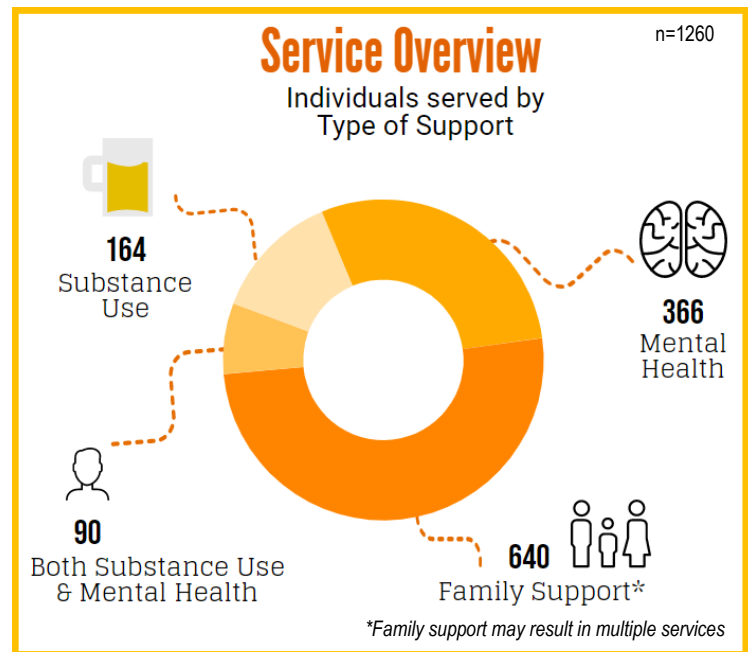
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

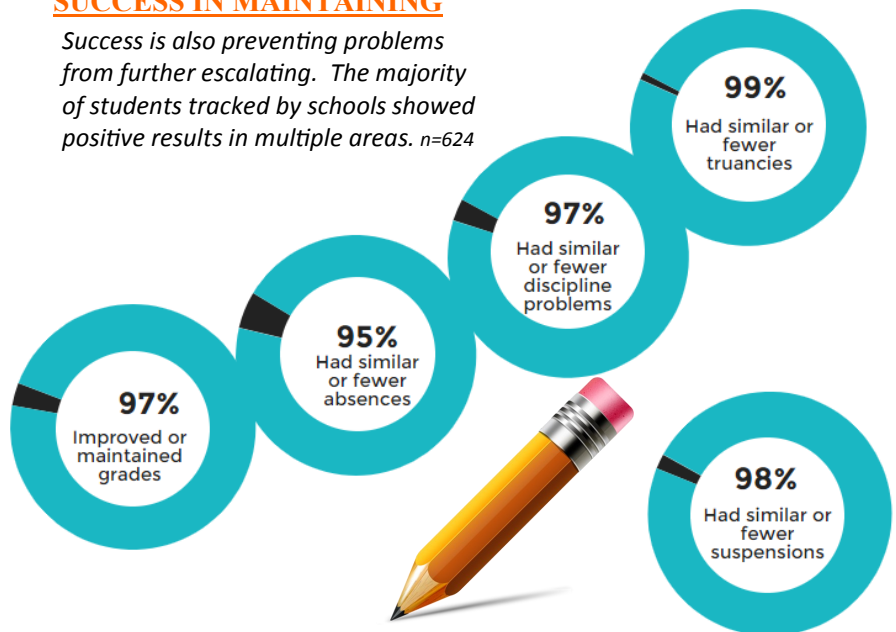
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. *n=624*



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

| Provider Contacts | Individuals Served | % of served |
|-------------------|--------------------|-------------|
| 1-10 | 968 | 77% |
| 11-19 | 192 | 15% |
| 20+ | 100 | 8% |

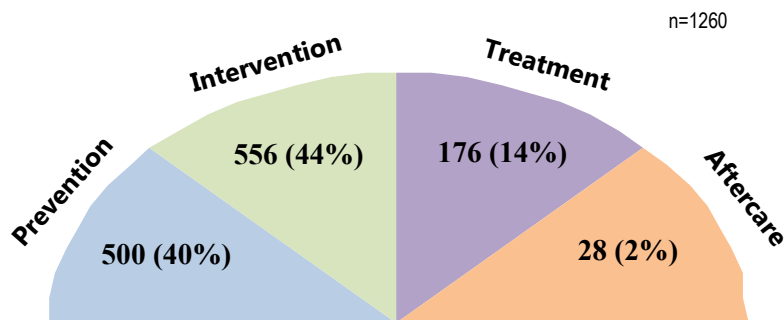


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

TREATMENT
WORKS!



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

| | |
|---------------------------|-----|
| Community | 36 |
| School | 277 |
| Both (school & community) | 620 |

Social Supports

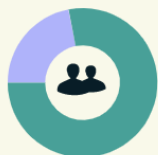
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

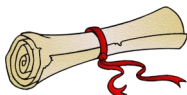
1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

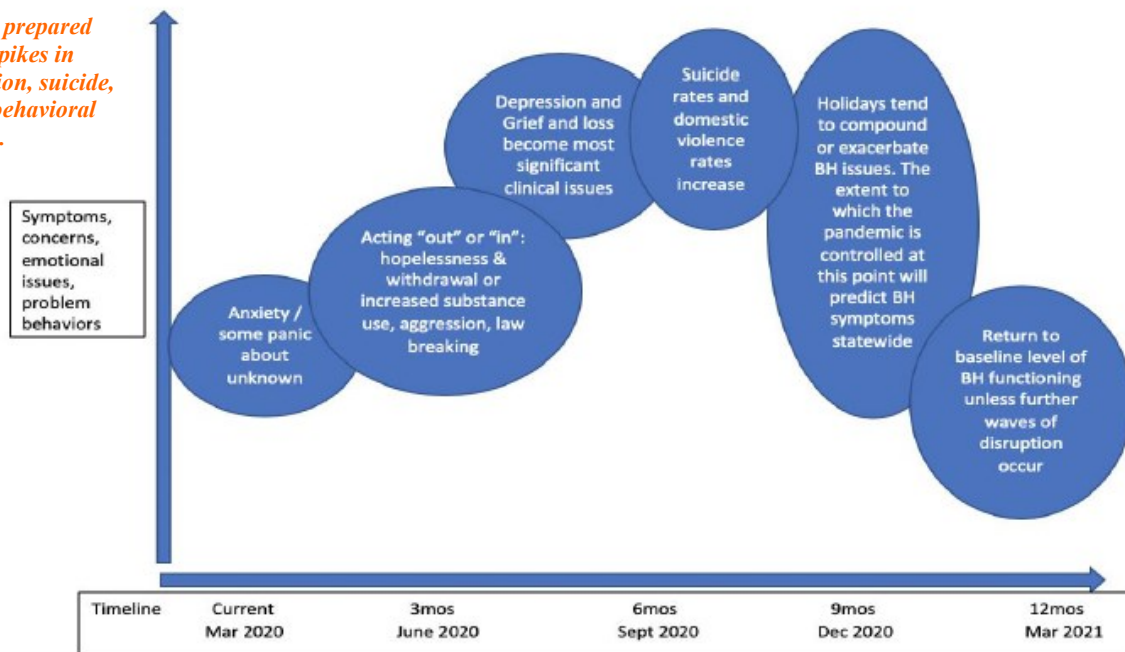


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA



<https://www.samhsa.gov/dtac/recovering-disasters/phases-disaster>



Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age**. Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

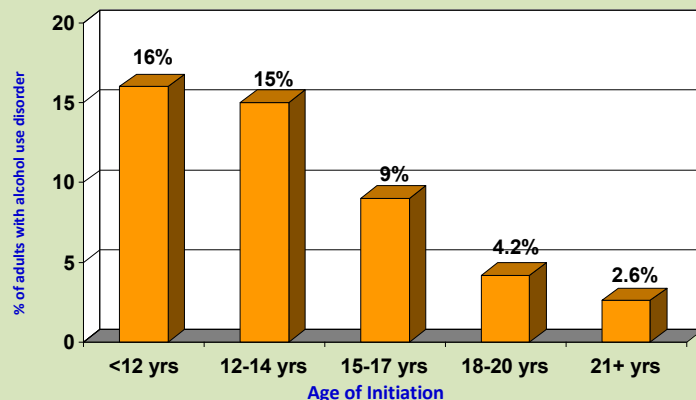
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs**. The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

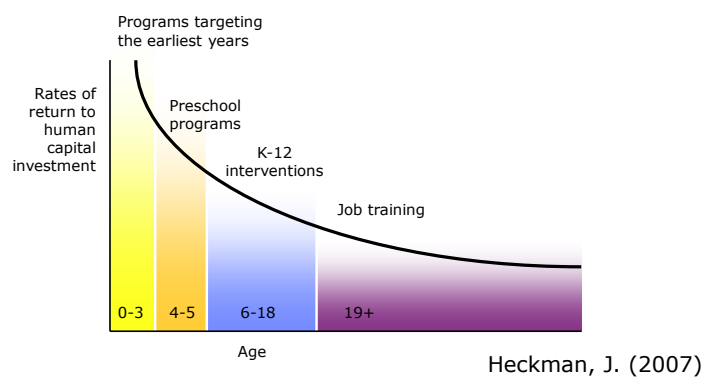
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-220

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|-------------------|
| File ID: | AB2020-220 | Version: | 1 | Status: | Held In Committee |
| File Created: | 05/15/2020 | Entered by: | JThomson@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Lynden School District to provide behavioral health services, in the amount of \$111,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|---|-------------------|---|
| 07/21/2020 | Council Finance and Administrative Services Committee | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |
| 07/21/2020 | Council | HELD IN COMMITTEE | |

Attachments: Memo to County Executive, Lynden School District, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Lynden School District – Behavioral Health Services Contract

DATE: May 15, 2020

Attached is a contract between Whatcom County and Lynden School District for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Lynden School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Most districts require their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$111,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

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

Encl.



| | | | |
|---|--|--|---|
| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. _____ | |
| Originating Department: | | 85 Health | |
| Division/Program: (i.e. Dept. Division and Program) | | 8550 Human Services / 855020 Mental Health | |
| Contract or Grant Administrator: | | Kathleen Roy | |
| Contractor's / Agency Name: | | Lynden School District | |
| Is this a New Contract? | | If not, is this an Amendment or Renewal to an Existing Contract? | |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | |
| Does contract require Council Approval? | | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Already approved? Council Approved Date: | | If No, include WCC: _____ | |
| | | (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? | | If yes, grantor agency contract number(s): _____ | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | CFDA#: _____ | |
| Is this contract grant funded? | | If yes, Whatcom County grant contract number(s): _____ | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | |
| Is this contract the result of a RFP or Bid process? | | Contract Cost Center: 124113 | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | If yes, RFP and Bid number(s): _____ | |
| Is this agreement excluded from E-Verify? | | No <input type="checkbox"/> | Yes <input checked="" type="checkbox"/> |
| | | If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: | | | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | <input type="checkbox"/> Work related subcontract less than \$25,000. | |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): | | 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. | |
| \$ 111,000 | | | |
| This Amendment Amount: | | | |
| \$ | | | |
| Total Amended Amount: | | | |
| \$ | | | |
| Summary of Scope: This contract funds behavioral health services within the Lynden School District for students who are challenged with mental health and substance use problems. | | | |
| Term of Contract: | 1 Year | Expiration Date: | 08/31/2021 |
| Contract Routing: | 1. Prepared by: | JT | Date: 04/14/2020 |
| | 2. Health Budget Approval: | KR | Date: 05/01/2020 |
| | 3. Attorney signoff: | RB | Date: 05/01/2020 |
| | 4. AS Finance reviewed: | M Caldwell | Date: 05/01/2020 |
| | 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: |

CONTRACT FOR SERVICES
Between Whatcom County and Lynden School District

Lynden School District, 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 11,
Exhibit A (Scope of Work), pp. 12 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 September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health services, 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 \$111,000. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

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

CONTRACTOR:

Lynden School District
1203 Bradley Road
Lynden, WA 98264

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.

Jim Frey, Superintendent

WHATCOM COUNTY:
Recommended for Approval:

| | |
|-------------------------------------|------|
| Anne Deacon, Human Services Manager | Date |
|-------------------------------------|------|

| | |
|---------------------------------------|------|
| Erika Lautenbach, Department Director | Date |
|---------------------------------------|------|

Approved as to form:

| | |
|--|------|
| Royce Buckingham, Prosecuting Attorney | Date |
|--|------|

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

LyndenSchool District
Jim Frey, Superintendent
1203 Bradley Road
Lynden, WA 98264
(360) 354-4443 ext. 6117
freyj@lynden.wednet.edu

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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

| | |
|-----------------------------------|--------------------------------|
| Property Damage | \$500,000.00, per occurrence |
| General Liability & bodily injury | \$1,000,000.00, per occurrence |
| Annual Aggregate | \$2,000,000.00 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier.

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

Any notices or 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: Joe Fuller, Program Specialist
(360) 778-6045

To: Lynden School District
1203 Bradley Road
Lynden, WA 98264
Attention: Jim Frey, Superintendent
(360) 354-4443 ext. 6117
freyj@lynden.wednet.edu

Any such notice or communication shall be deemed to have been given on (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 transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom 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:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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 but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 60 students, ages 5 to 14 years, and their families as appropriate, within each school year contract period. Those served will be students in the Lynden School District who have been identified to have or be at risk of developing mental health and/or substance use issues.
2. Provide a Community Prevention Specialist (CPS) who will deliver on-site behavioral health services to students at Lynden Middle School. The CPS will identify and coordinate intervention to a caseload of 20 – 25 students demonstrating more acute behavioral and mental health needs. CPS will also support all middle school students through prevention activities, increasing student connection to school, removing barriers to success, supporting students to access academic, social, and behavioral interventions designed to increase resilience. CPS will also engage parents and the community in topics of behavioral and mental health. CPS will support the district to identify the structures and supports families need before, during and after experiencing adverse childhood experiences.
3. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
4. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
5. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
6. Facilitate ongoing case management and referrals for students with behavioral health needs. Classroom observations of students will be conducted on a case by case basis, and student's progress and needs will be monitored. The Behavioral Prevention/Intervention Specialist will act as a liaison to local service providers, determine gaps in service linkages, and provide professional in-service to staff, as needed.

7. Meet with youth who are demonstrating risks for substance use to help them identify strategies to reduce them.
8. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
9. Provide consultation and/or technical assistance to school district staff regarding youth with mental health and substance use issues.
10. Ensure all services are delivered by a qualified professional.
11. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.
12. Provide at least one implementation of the evidence-based Strengthening Families Program, or other identified family program.
13. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
14. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reporting

Reports will be submitted according to the following timetable:

| Report Form | Service Period | Due Date |
|------------------------------------|--|---|
| Form #1: Service Tracking Sheet | a) Start of school through December b) Start of school through end of school (add January-June services to existing form) | a) January 31 st b) June 30 th |
| Form #2: Narrative Report | a) Start of school through December b) January through end of school | a) January 31 st b) June 30 th |
| Form #3: School Records Report | Start of school through end of school | June 30 th |

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$111,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

| Item | Invoice Documentation Required | Budget |
|--|---|------------------|
| Community Prevention Specialist (including salary and benefits) | General Ledger (GL) detail | \$30,000 |
| Drug/Alcohol Intervention/Prevention Specialist (including salary and benefits) | GL detail | \$25,000 |
| Behavioral Intervention/Prevention Specialist (including salary and benefits) | GL detail | \$35,000 |
| Staff time (facilitating and/or receiving training) | GL detail | \$18,500 |
| Program supplies, professional development/training, and travel | <p>GL Detail for supplies and training</p> <p>For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal rate.</p> <p>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose.</p> <p>Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem rates (www.gsa.gov), specific to location. Receipts for meals are not required.</p> | \$1,000 |
| Subcontracted services (e.g. therapy, psychological services, drug/alcohol counseling) | Subcontractor invoicing showing subcontractor name, type of service, rate & hours of service, student identifier | \$1,500 |
| TOTAL | | \$111,000 |

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above. The Contractor shall submit invoices to (include contract/PO #):

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

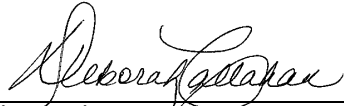
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

This Evidence of Coverage is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below and is subject to all the terms, exclusions and conditions of such coverage agreement. As a statutorily authorized and self-funded public entity interlocal cooperative among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, we cannot grant "additional insured" status (WAC 200-100-02005 and 02007).
This is to certify that the coverage listed below has been issued to the named Covered Member for the period indicated.

| | |
|--|--|
| Coverage Afforded By: | Covered Member: |
| Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700 | Lynden School District 1203 Bradley Road Lynden, WA 98264 Member #: 37504 |
| Coverage Agreement #: | COV 2019-2020 |
| Coverage Period: | September 1, 2019 through August 31, 2020 |
| Effective Date of Evidence of Coverage: | September 1, 2019 |
| Expiration Date of Evidence of Coverage: | August 31, 2020 |
| Limits Available General Liability Per Occurrence: | \$1,000,000 |
| Limits Available Property: | \$1,000,000 |
| Limits Available Auto Liability: | \$1,000,000 |
| Description of Operations/Locations/Vehicle: | |
| Activities under the direct supervision of District personnel as respects coverage period September 1, 2019 through August 31, 2020. | |
| Evidence of Coverage Holder: | Issue Date: September 1, 2019 |
| To Whom It May Concern |  Authorized Signature |

Cancellation: Should the above described coverage agreement be cancelled before the expiration date, WSRMP will send 30 days written notice to the evidence of coverage holder named above.



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

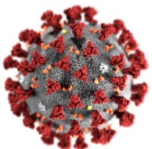
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

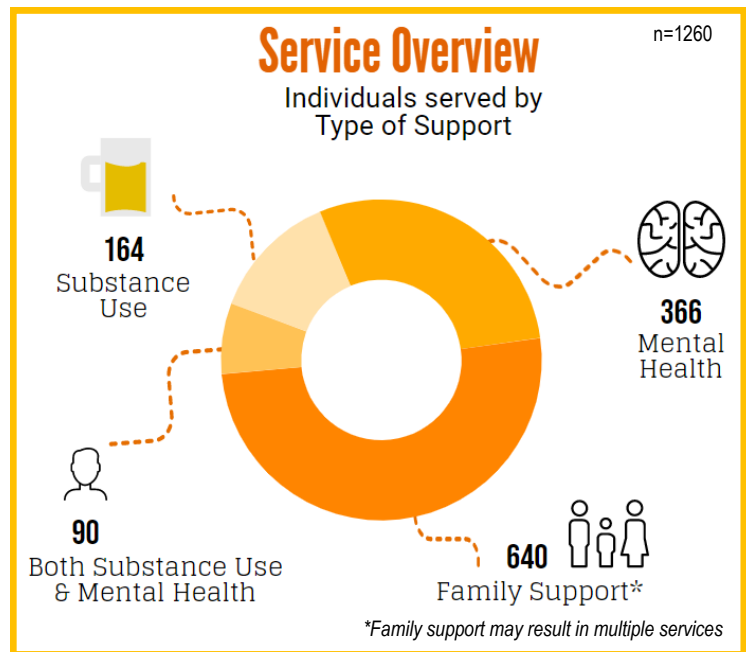
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

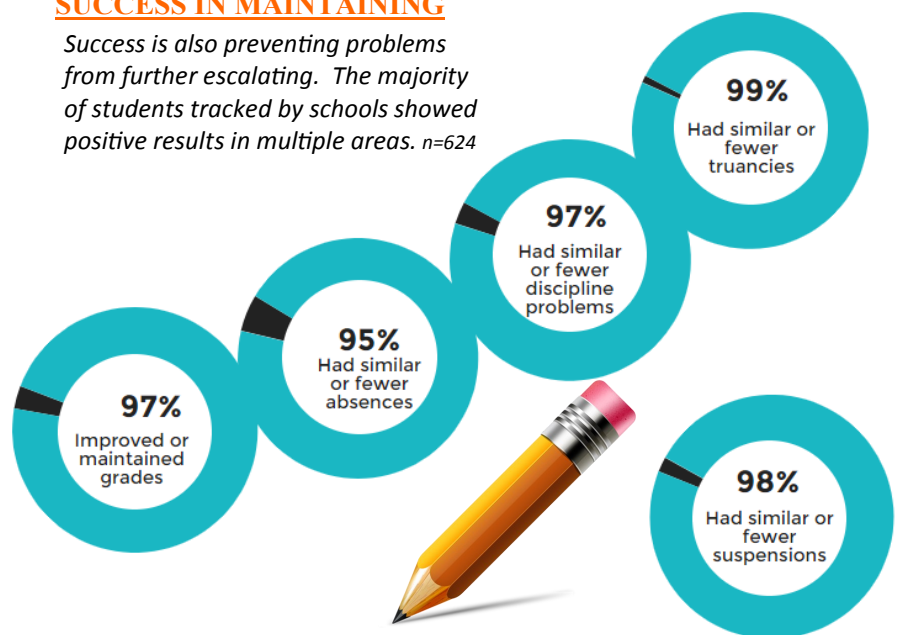
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. n=624



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

| Provider Contacts | Individuals Served | % of served |
|-------------------|--------------------|-------------|
| 1-10 | 968 | 77% |
| 11-19 | 192 | 15% |
| 20+ | 100 | 8% |

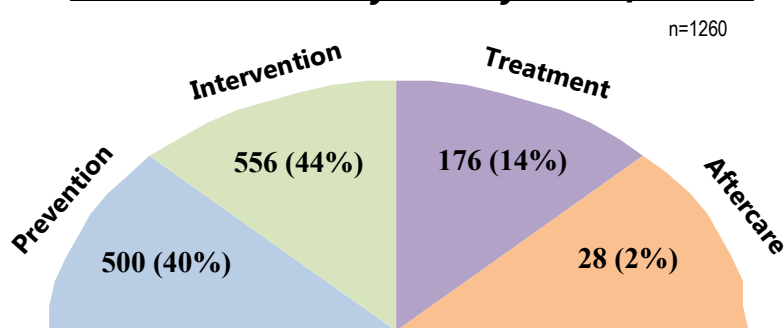


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

TREATMENT
WORKS!



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

| | |
|---------------------------|-----|
| Community | 36 |
| School | 277 |
| Both (school & community) | 620 |

Social Supports

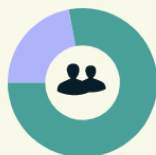
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

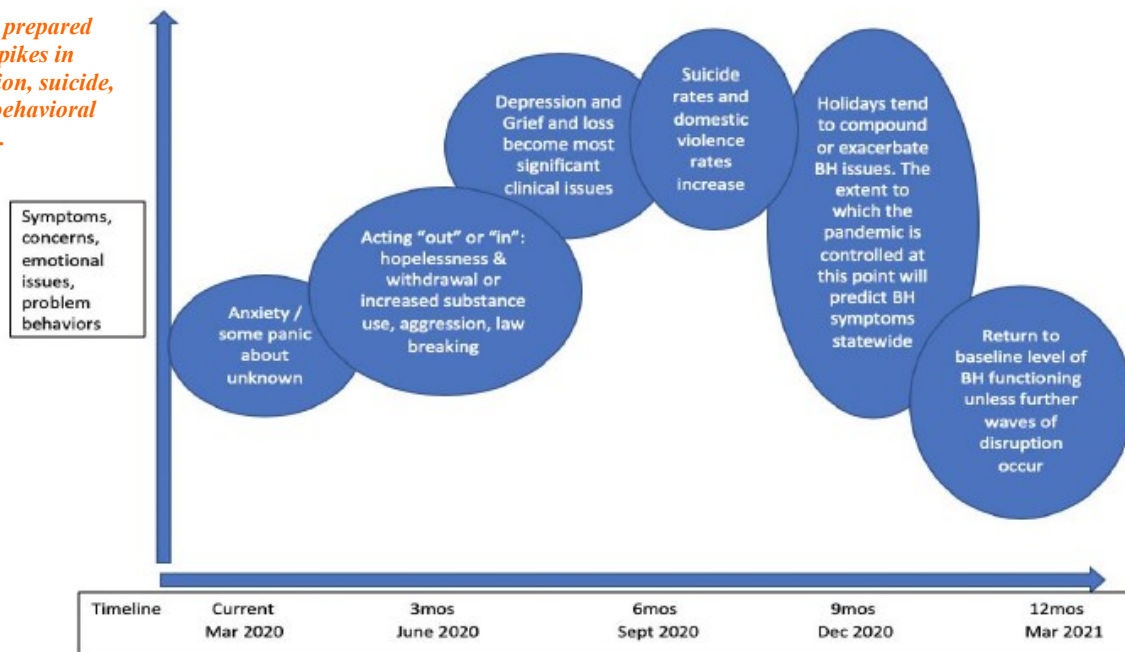


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA



<https://www.samhsa.gov/dtac/recovering-disasters/phases-disaster>



Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age**. Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

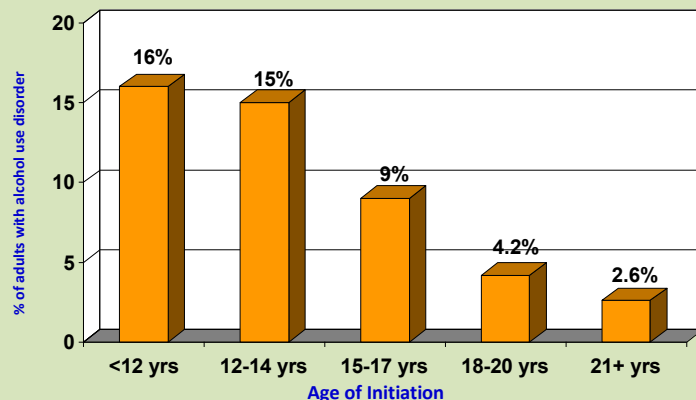
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs**. The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

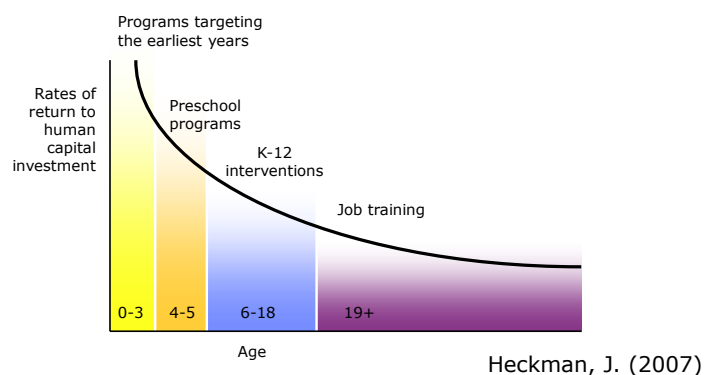
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and
Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-231

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|-------------------|
| File ID: | AB2020-231 | Version: | 1 | Status: | Held In Committee |
| File Created: | 05/26/2020 | Entered by: | JThomson@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Blaine School District to provide behavioral health services, in the amount of \$131,400

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|---|-------------------|---|
| 07/21/2020 | Council Finance and Administrative Services Committee | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |
| 07/21/2020 | Council | HELD IN COMMITTEE | |

Attachments: Memo to County Executive, Blaine School District Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Blaine School District – Behavioral Health Services Contract

DATE: May 28, 2020

Attached is a contract between Whatcom County and Blaine School District for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Blaine School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Each district requires their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$131,400, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

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

Encl.



| | | | |
|---|---|---|--|
| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. _____ | |
| Originating Department: | | 85 Health | |
| Division/Program: (i.e. Dept. Division and Program) | | 8550 Human Services / 855020 Mental Health | |
| Contract or Grant Administrator: | | Kathleen Roy | |
| Contractor's / Agency Name: | | Blaine School District | |
| Is this a New Contract? | | If not, is this an Amendment or Renewal to an Existing Contract? | |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | |
| Does contract require Council Approval? | | If No, include WCC: | |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 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? | | If yes, grantor agency contract number(s): | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | CFDA#: | |
| Is this contract grant funded? | | If yes, Whatcom County grant contract number(s): | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Contract | |
| Is this contract the result of a RFP or Bid process? | | Cost Center: | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | 124113 | |
| Is this agreement excluded from E-Verify? | | If no, include Attachment D Contractor Declaration form. | |
| No <input type="checkbox"/> | Yes <input checked="" type="checkbox"/> | If YES, indicate exclusion(s) below: | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | <input type="checkbox"/> Work related subcontract less than \$25,000. | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | <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: | |
| \$ | 131,400 | 1. Exercising an option contained in a contract previously approved by the council. | |
| This Amendment Amount: | | 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. | |
| \$ | | 3. Bid or award is for supplies. | |
| Total Amended Amount: | | 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 funds behavioral health services within the Blaine School District for students who are challenged with mental health and substance use problems. | | | |
| Term of Contract: | | Expiration Date: | |
| 1 Year | | 08/31/2021 | |
| Contract Routing: | | | |
| 1. Prepared by: | | Date: | |
| 2. Health Budget Approval: | | Date: | |
| 3. Attorney signoff: | | Date: | |
| 4. AS Finance reviewed: | | Date: | |
| 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: | |

CONTRACT FOR SERVICES
Between Whatcom County and Blaine School District

Blaine School District, 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 11,
Exhibit A (Scope of Work), pp. 12 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 September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health services, 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 \$131,400. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

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

CONTRACTOR:

Blaine School District
770 Mitchell Street
Blaine, WA 98230

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.

Dr. Christopher Granger, Superintendent

Recommended for Approval:

| | |
|---------------------------------------|------|
| Erika Lautenbach, Department Director | Date |
|---------------------------------------|------|

| | |
|--|------|
| Royce Buckingham, Prosecuting Attorney | Date |
|--|------|

Accepted for Whatcom County:

CONTRACTOR INFORMATION:

Contract for Services
HL_090120_BSD_BHS.docx
V. 2020-2 DocuSign

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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

| | |
|-----------------------------------|--------------------------------|
| Property Damage | \$500,000.00, per occurrence |
| General Liability & bodily injury | \$1,000,000.00, per occurrence |
| Annual Aggregate | \$2,000,000.00 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier.

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

Any notices or 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: Joe Fuller, Program Specialist
(360) 778-6045

To: Blaine School District
770 Mitchell Street
Blaine, WA 98230
Attention: Randy Elsbree, Executive Director of Student Services
(360) 332-0722
reelsbree@blainesd.org

Any such notice or communication shall be deemed to have been given on (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 transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom 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:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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 but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 75 middle school and high school students and their families, as appropriate, within each school year contract period. Those served will be students in the Blaine School District who have been identified to have or be at risk of developing mental health and/or substance use issues.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
4. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health or substance use issues.
7. Offer up two community presentations, during each school year contract period, focusing on the impact of drug and alcohol use on teens.
8. Deliver a minimum of four parent training within each contract year to at least 75 parents, utilizing the "Love and Logic", "Strengthening Families", "1 2 3 Magic" curricula, or other research-based programs designed to reduce substance use and/or improve family functioning. Staff training on similar topics will also target 75-100 individuals.

9. Manage the activities of the Care Team at Blaine Middle School and High School. Care Team members will be trained school staff, who will perform Care Team activities which are beyond the scope of their regular assigned duties and require work beyond their normal hours. The Care Team will work with students who are at high risk of problems as a result of behavioral health issues. Team members will be assigned a caseload of students with whom they will have regular in-person contact. Care Team members will work with students to identify strategies to address problems. Care Team members will employ asset building techniques based on Search Institute's "40 Developmental Assets". Care Team members will review and monitor students and refer to the Intervention Specialist as necessary.
10. Ensure all services are delivered by a qualified professional.
11. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.
12. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
13. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reporting

Reports will be submitted according to the following timetable:

| Report Form | Service Period | Due Date |
|--------------------------------|--|---|
| Form #1 Service Tracking Sheet | a) Start of school through December b) Start of school through end of school (add January-June services to existing form) | a) January 31st b) June 30th |
| Form #2 Narrative Report | a) Start of school through December b) January through end of school | a) January 31 st b) June 30th |
| Form #3 School Records Report | Start of school through end of school | June 30 th |

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$131,400, is the Behavioral Health Program Fund. The budget for this contract is as follows:

| Item | Invoice Documentation Required | Budget |
|---|---|------------------|
| Intervention/Prevention Specialists & Mental Health Counselor (including salary and benefits) | General Ledger (GL) detail | \$73,272 |
| Program supplies, professional development/training, and travel | <p>GL Detail for supplies and training</p> <p>For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal rate.</p> <p>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose.</p> <p>Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem rates (www.gsa.gov), specific to location. Receipts for meals are not required.</p> | \$10,558 |
| Subcontracted services (e.g. alcohol and drug evaluations, case management, community presentations, parent and staff trainings, psychological evaluations) | Subcontractor invoicing showing subcontractor name, type of service, rate & hours of service, student identifier | \$37,970 |
| Care Team member stipends plus benefits - \$450/member/year (Middle School and High School) | Names of Care Team Members & GL Detail | \$9,600 |
| TOTAL | | \$131,400 |

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for payment must include the items identified in the table above. The Contractor shall submit invoices to (include contract/PO #):

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

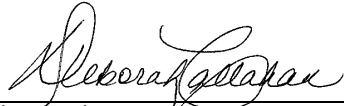
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

This Evidence of Coverage is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below and is subject to all the terms, exclusions and conditions of such coverage agreement. As a statutorily authorized and self-funded public entity interlocal cooperative among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, we cannot grant "additional insured" status (WAC 200-100-02005 and 02007). This is to certify that the coverage listed below has been issued to the named Covered Member for the period indicated.

| | |
|--|--|
| Coverage Afforded By: | Covered Member: |
| Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700 | Blaine School District 765 H St Blaine, WA 98230 Member #: 37503 |
| Coverage Agreement #: | COV 2019-2020 |
| Coverage Period: | September 1, 2019 through August 31, 2020 |
| Effective Date of Evidence of Coverage: | September 1, 2019 |
| Expiration Date of Evidence of Coverage: | August 31, 2020 |
| Limits Available General Liability Per Occurrence: | \$1,000,000 |
| Limits Available Property: | \$1,000,000 |
| Limits Available Auto Liability: | \$1,000,000 |
| Description of Operations/Locations/Vehicle: | |
| Activities under the direct supervision of District personnel as respects coverage period September 1, 2019 through August 31, 2020. | |
| Evidence of Coverage Holder: | Issue Date: September 1, 2019 |
| To Whom It May Concern |  Authorized Signature |

Cancellation: Should the above described coverage agreement be cancelled before the expiration date, WSRMP will send 30 days written notice to the evidence of coverage holder named above.



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

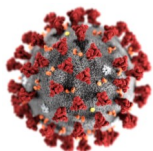
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

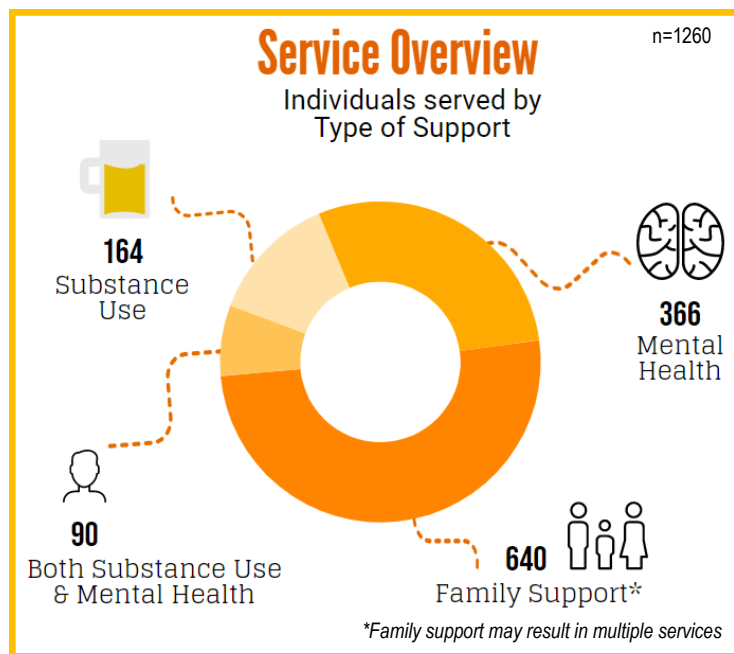
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

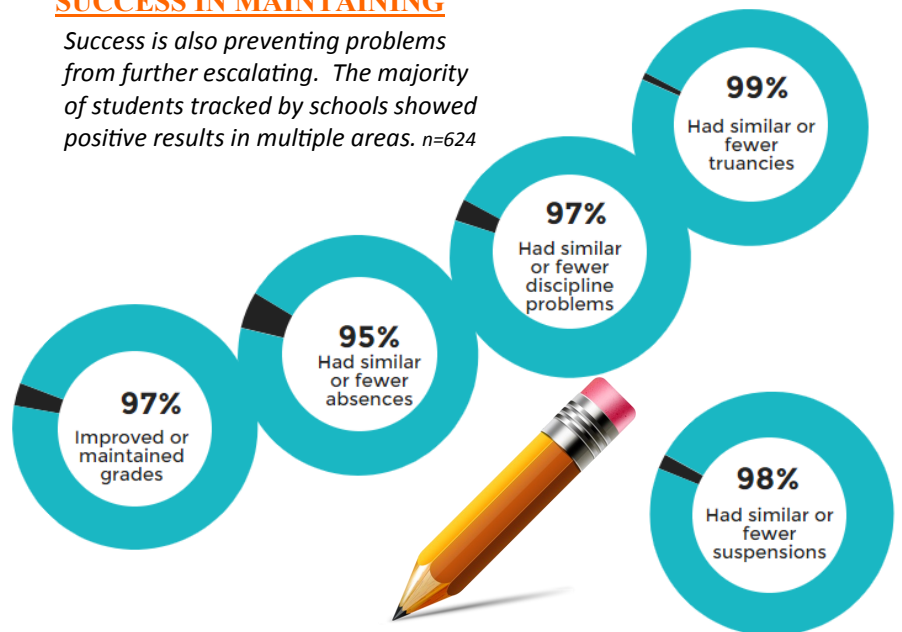
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. *n=624*



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

| Provider Contacts | Individuals Served | % of served |
|-------------------|--------------------|-------------|
| 1-10 | 968 | 77% |
| 11-19 | 192 | 15% |
| 20+ | 100 | 8% |

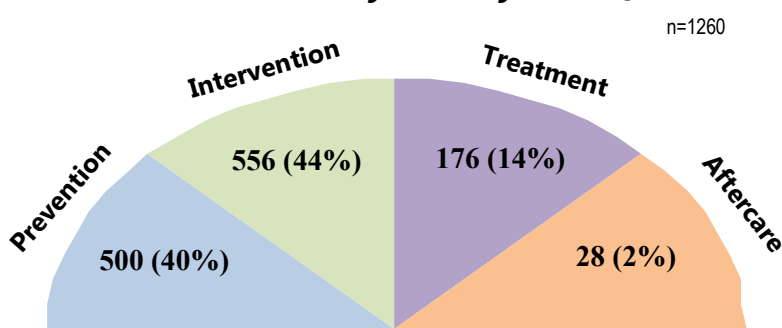


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

**TREATMENT
WORKS!**



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

| | |
|---------------------------|-----|
| Community | 36 |
| School | 277 |
| Both (school & community) | 620 |

Social Supports

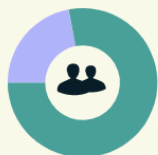
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

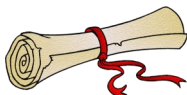
1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

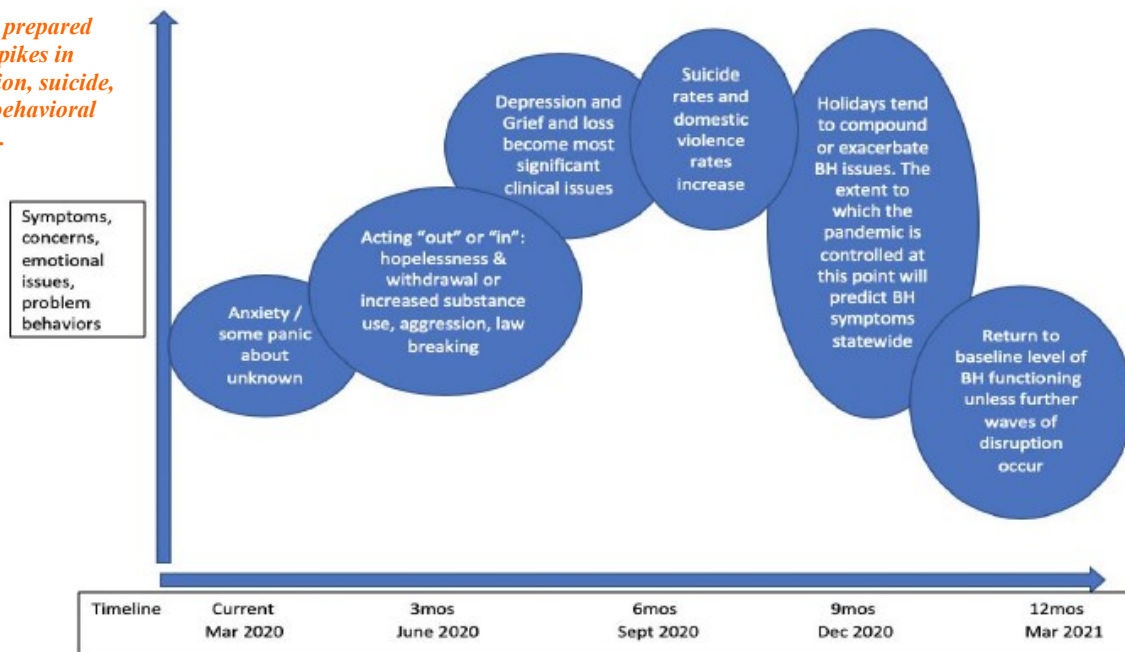


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA





Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age**. Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

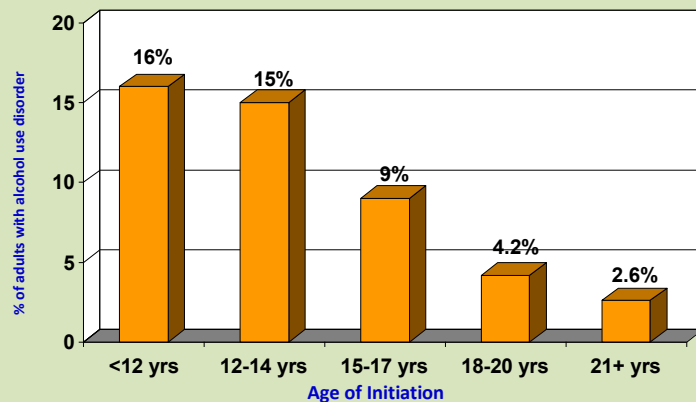
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs**. The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

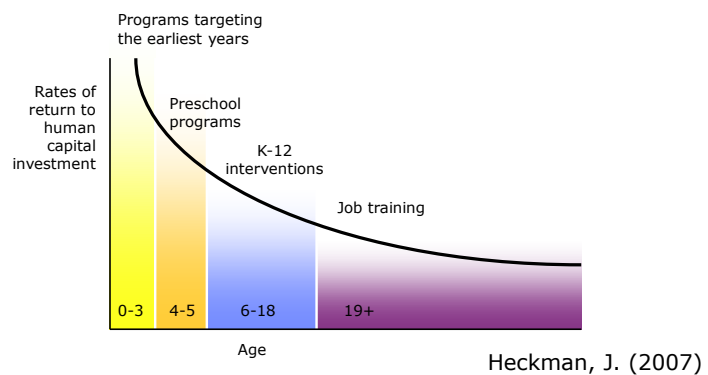
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and
Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-235

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|-------------------|
| File ID: | AB2020-235 | Version: | 1 | Status: | Held In Committee |
| File Created: | 05/29/2020 | Entered by: | JThomson@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Meridian School District to provide behavioral health services, in the amount of \$108,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|---|-------------------|---|
| 07/21/2020 | Council Finance and Administrative Services Committee | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |
| 07/21/2020 | Council | HELD IN COMMITTEE | |

Attachments: Memo to County Executive, Meridian School District Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Meridian School District – Behavioral Health Services Contract

DATE: May 29, 2020

Attached is a contract between Whatcom County and Meridian School District for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Meridian School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Each district requires their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$108,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

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

Encl.



| | | | | | | |
|---|--|---|--|--|-----------------------------|------------|
| | | WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. _____ | | |
| Originating Department: | | | 85 Health | | | |
| Division/Program: (i.e. Dept. Division and Program) | | | 8550 Human Services / 855020 Mental Health | | | |
| Contract or Grant Administrator: | | | Kathleen Roy | | | |
| Contractor's / Agency Name: | | | Meridian School District | | | |
| Is this a New Contract? | | If not, is this an Amendment or Renewal to an Existing Contract? | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | | | | |
| Does contract require Council Approval? | | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | If No, include WCC: | | |
| Already approved? Council Approved Date: | | (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | | | | |
| Is this a grant agreement? | | If yes, grantor agency contract number(s): | | CFDA#: | | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | | | | |
| Is this contract grant funded? | | If yes, Whatcom County grant contract number(s): | | | | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | | | | |
| Is this contract the result of a RFP or Bid process? | | Contract | | | | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | If yes, RFP and Bid number(s): | | Cost Center: | 124113 | |
| Is this agreement excluded from E-Verify? | | No <input type="checkbox"/> | Yes <input checked="" type="checkbox"/> | If no, include Attachment D Contractor Declaration form. | | |
| If YES, indicate exclusion(s) below: | | | | | | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | | | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | | | | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | <input type="checkbox"/> Work related subcontract less than \$25,000. | | | | |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | | | | |
| Contract Amount:(sum of original contract amount and any prior amendments): | | 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: | | | | |
| \$ | 108,000 | 1. Exercising an option contained in a contract previously approved by the council. | | | | |
| This Amendment Amount: | | 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. | | | | |
| \$ | | 3. Bid or award is for supplies. | | | | |
| Total Amended Amount: | | 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 funds behavioral health services within the Meridian School District for students who are challenged with mental health and substance use problems. | | | | | | |
| Term of Contract: | | 1 Year | | Expiration Date: | 08/31/2021 | |
| Contract Routing: | 1. Prepared by: | JT | | | Date: | 04/14/2020 |
| | 2. Health Budget Approval: | KR | | | Date: | 05/01/2020 |
| | 3. Attorney signoff: | RB | | | Date: | 05/01/2020 |
| | 4. AS Finance reviewed: | M Caldwell | | | Date: | 05/01/2020 |
| | 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: | |

CONTRACT FOR SERVICES
Between Whatcom County and Meridian School District

Meridian School District, 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 11,
Exhibit A (Scope of Work), pp. 12 to 13,
Exhibit B (Compensation), p. 14,
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 September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health services, 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 \$108,000. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

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

CONTRACTOR:

Meridian School District
214 W Laurel Road
Bellingham, WA 98226

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.

Kurt Harvill, Assistant Superintendent

Recommended for Approval:

Anne Deacon, Human Services Manager
Date

| | |
|---------------------------------------|------|
| Erika Lautenbach, Department Director | Date |
|---------------------------------------|------|

Approved as to form:

| | |
|--|------|
| Royce Buckingham, Prosecuting Attorney | Date |
|--|------|

Approved:

Accepted for Whatcom County:

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

CONTRACTOR INFORMATION:

Meridian School District
Kurt Harvill, Assistant Superintendent
214 W Laurel Road
Bellingham, WA 98226
(360) 318-2153
kharvill@meridian.wednet.edu

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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

| | |
|-----------------------------------|--------------------------------|
| Property Damage | \$500,000.00, per occurrence |
| General Liability & bodily injury | \$1,000,000.00, per occurrence |
| Annual Aggregate | \$2,000,000.00 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier.

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

Any notices or 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: Joe Fuller, Program Specialist
(360) 778-6045

JFuller@co.whatcom.wa.us

To: Meridian School District
214 W Laurel Road
Bellingham, WA 98226
Attention: Kurt Harvill, Assistant Superintendent
(360) 318-2153
kharvill@meridian.wednet.edu

Any such notice or communication shall be deemed to have been given on (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 transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom 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:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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 but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 200 students, ages 3 to 21 years, and their families as appropriate, within each school year contract period. Those served will be students in the Meridian School District who have been identified to have or be at risk of developing mental health and/or substance use issues. The Alcohol and Drug Intervention Specialist will identify appropriate students to support with education, prevention, or intervention efforts. Service may include youth receiving other behavioral support services, as well as students not yet identified.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
4. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health and substance use issues.
7. Provide outreach to high need families and connect them to appropriate community services, on a case by case basis.
8. Family resource coordination will focus on substance use and mental health issues.
9. Mental health subcontracted services will be provided on-site, serving youth ages 3 – 21.

10. Ensure all services are delivered by a qualified professional.
11. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.
12. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
13. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reporting

Reports will be submitted according to the following timetable:

| Report Form | Service Period | Due Date |
|------------------------------------|--|---|
| Form #1: Service Tracking Sheet | a) Start of school through December b) Start of school through end of school (add January-June services to existing form) | a) January 31 st b) June 30 th |
| Form #2: Narrative Report | a) Start of school through December b) January through end of school | a) January 31 st b) June 30 th |
| Form #3: School Records Report | Start of school through end of school | June 30 th |

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$108,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

| Item | Invoice Documentation Required | Budget |
|--|--------------------------------|------------------|
| Family Intervention and Mental Health Support Specialist (including salary and benefits) | General Ledger (GL) detail | \$45,000 |
| Behavioral Health Counselor – Social/Emotional (including salary and benefits) | GL detail | \$28,000 |
| Alcohol and Drug Intervention Specialist (including salary and benefits) | GL detail | \$34,500 |
| Program Supplies | GL Detail | \$500 |
| TOTAL | | \$108,000 |

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

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

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

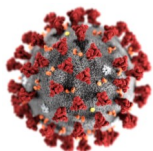
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

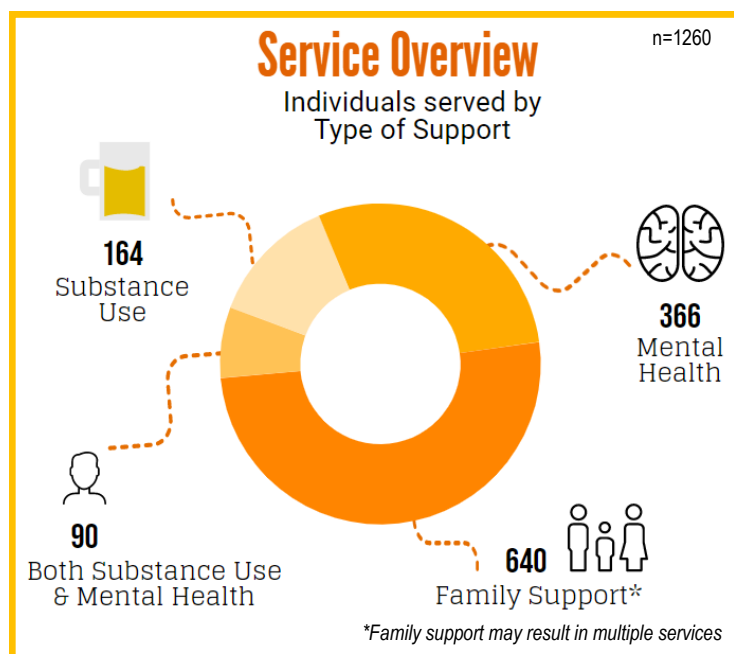
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

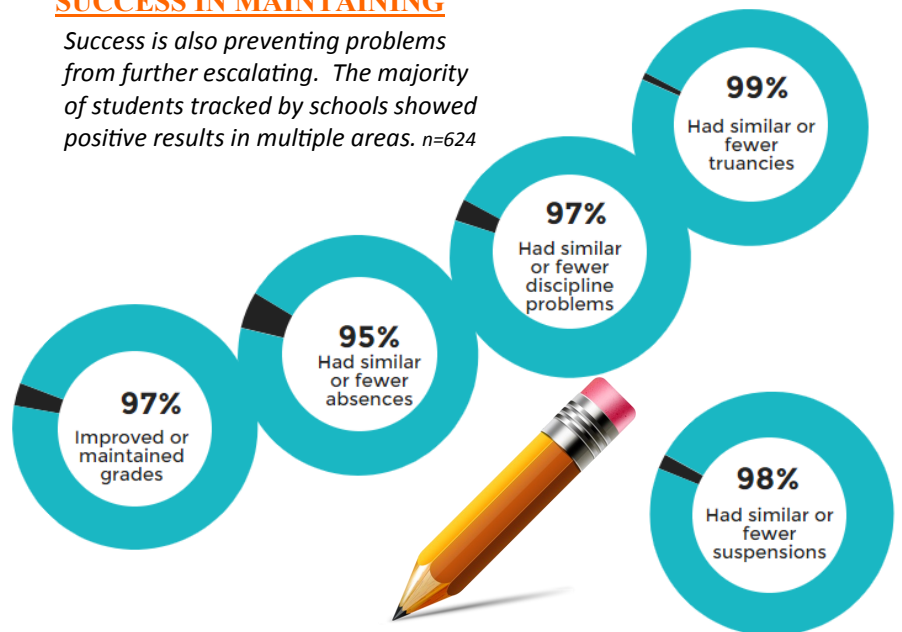
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. n=624



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

| Provider Contacts | Individuals Served | % of served |
|-------------------|--------------------|-------------|
| 1-10 | 968 | 77% |
| 11-19 | 192 | 15% |
| 20+ | 100 | 8% |

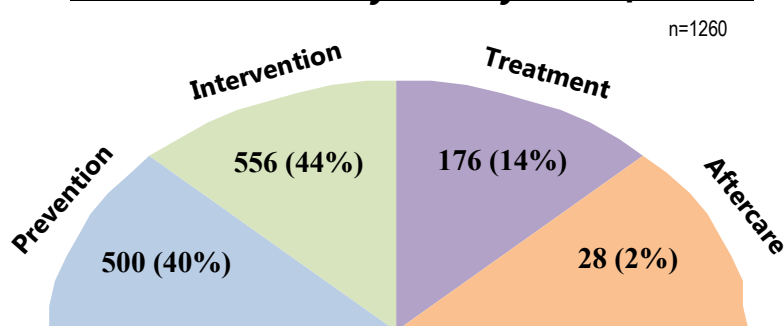


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

TREATMENT
WORKS!



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

| | |
|---------------------------|-----|
| Community | 36 |
| School | 277 |
| Both (school & community) | 620 |

Social Supports

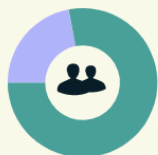
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

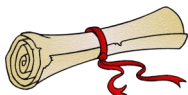
1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

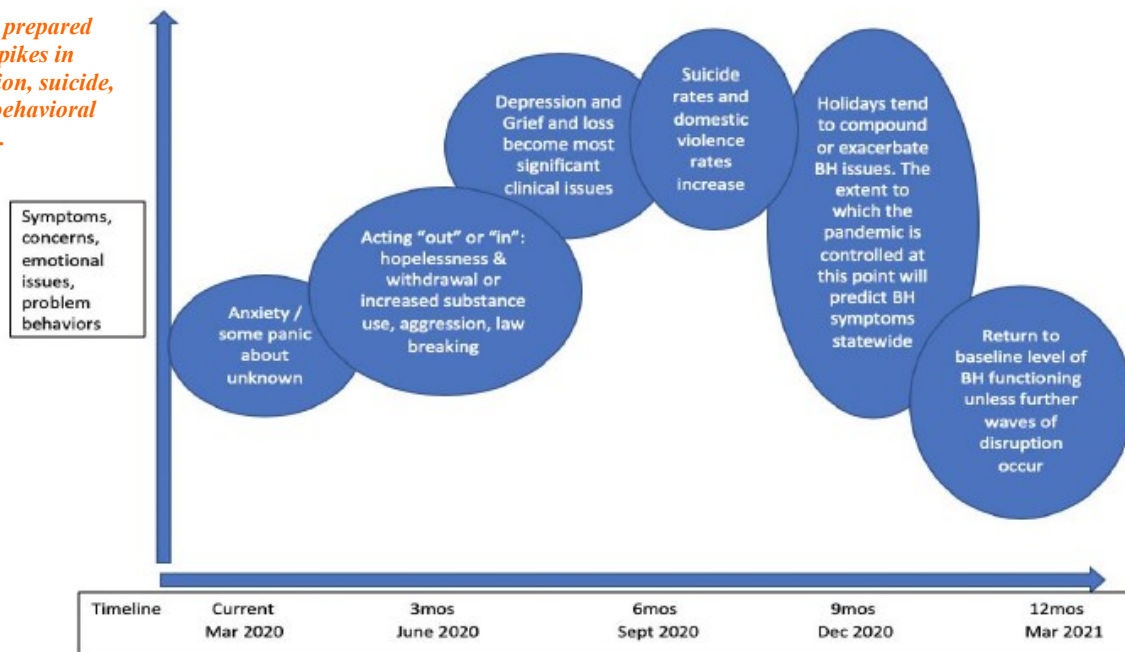


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA



<https://www.samhsa.gov/dtac/recovering-disasters/phases-disaster>



Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age.** Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

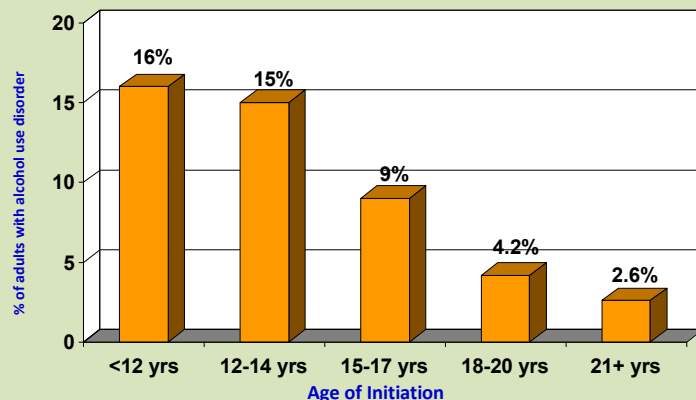
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs.** The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

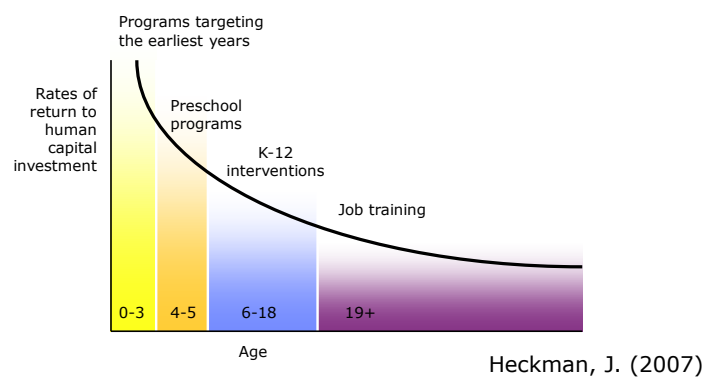
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-236

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|-------------------|
| File ID: | AB2020-236 | Version: | 1 | Status: | Held In Committee |
| File Created: | 05/29/2020 | Entered by: | JThomson@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Ferndale School District to provide behavioral health services, in the amount of \$120,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|---|-------------------|---|
| 07/21/2020 | Council Finance and Administrative Services Committee | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |
| 07/21/2020 | Council | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |

Attachments: Memo to County Executive, Ferndale School District Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Ferndale School District – Behavioral Health Services Contract

DATE: May 29, 2020

Attached is a contract between Whatcom County and Ferndale School District for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Ferndale School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Each district requires their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$120,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

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

Encl.



| | | | |
|---|--|--|---|
| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. _____ | |
| Originating Department: | | 85 Health | |
| Division/Program: (i.e. Dept. Division and Program) | | 8550 Human Services / 855020 Mental Health | |
| Contract or Grant Administrator: | | Kathleen Roy | |
| Contractor's / Agency Name: | | Ferndale School District | |
| Is this a New Contract? | | If not, is this an Amendment or Renewal to an Existing Contract? | |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | |
| Does contract require Council Approval? | | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Already approved? Council Approved Date: | | If No, include WCC: _____ | |
| | | (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? | | | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | If yes, grantor agency contract number(s): _____ | |
| | | CFDA#: _____ | |
| Is this contract grant funded? | | | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | If yes, Whatcom County grant contract number(s): _____ | |
| Is this contract the result of a RFP or Bid process? | | | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | If yes, RFP and Bid number(s): _____ | |
| | | Contract Cost Center: 124113 | |
| Is this agreement excluded from E-Verify? | | No <input type="checkbox"/> | Yes <input checked="" type="checkbox"/> |
| | | If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: | | | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | | |
| <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | | | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | | |
| <input type="checkbox"/> Work related subcontract less than \$25,000. | | | |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | | |
| <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | | | |
| Contract Amount:(sum of original contract amount and any prior amendments): | | 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: | |
| \$ | 120,000 | 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 funds behavioral health services within the Ferndale School District for students who are challenged with mental health and substance use problems. | | | |
| Term of Contract: | 1 Year | Expiration Date: | 08/31/2021 |
| Contract Routing: | 1. Prepared by: | JT | Date: 04/09/2020 |
| | 2. Health Budget Approval: | KR | Date: 05/01/2020 |
| | 3. Attorney signoff: | RB | Date: 05/01/2020 |
| | 4. AS Finance reviewed: | M Caldwell | Date: 05/01/2020 |
| | 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: |

CONTRACT FOR SERVICES
Between Whatcom County and Ferndale School District

Ferndale School District, 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 11,
Exhibit A (Scope of Work), pp. 12 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 September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health services, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$120,000. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

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

CONTRACTOR:

Ferndale School District
PO Box 698
Ferndale, WA 98248

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.

Dr. Paul Douglas, Executive Director of Student Services

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date

Erika Lautenbach, Department Director Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

Ferndale School District
Dr. Paul Douglas, Executive Director of Student Services
PO Box 698
Ferndale, WA 98248
(360) 383-9221
paul.douglas@ferndalesd.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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

| | |
|-----------------------------------|--------------------------------|
| Property Damage | \$500,000.00, per occurrence |
| General Liability & bodily injury | \$1,000,000.00, per occurrence |
| Annual Aggregate | \$2,000,000.00 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier.

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

Any notices or 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: Joe Fuller, Program Specialist
(360) 778-6045

JFuller@co.whatcom.wa.us

To: Ferndale School District
PO Box 698
Ferndale, WA 98248
Attention: Dr. Paul Douglas, Executive Director of Student Services
(360) 383-9221
paul.douglas@ferndalesd.org

Any such notice or communication shall be deemed to have been given on (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 transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom 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:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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 but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 115 students, ages 5 – 18 years, and their families as appropriate, within each annual contract year. Those served will be students in the Ferndale School District who have been identified to have or be at risk of developing mental health and/or substance use issues. Services will reach new students and also increase the dosage of support among youth already being served.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
4. Refer identified students to appropriate behavioral health programs and additional support services, as appropriate.
5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health and substance use issues.
7. Ensure all services are delivered by a qualified professional.
8. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.
9. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.

10. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reporting

Reports will be submitted according to the following timetable:

| Report Form | Service Period | Due Date |
|------------------------------------|--|---|
| Form #1: Service Tracking Sheet | a) Start of school through December b) Start of school through end of school (add January-June services to existing form) | a) January 31st b) June 30th |
| Form #2: Narrative Report | a) Start of school through December b) January through end of school | a) January 31 st b) June 30th |
| Form #3: School Records Report | Start of school through end of school | June 30 th |

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$120,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

| Item | Invoice Documentation Required | Budget |
|---|--|------------------|
| Intervention/Prevention Specialists and Counselors (including salary and benefits) | General Ledger (GL) detail | \$119,500 |
| Program supplies, professional development/training, and travel | GL Detail for supplies and training For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal rate. Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem rates (www.gsa.gov), specific to location. Receipts for meals are not required. | \$250 |
| Subcontracted services (e.g. assessment, therapy, drug/alcohol counseling, case management, parent education) | Subcontractor invoicing showing subcontractor name, type of service, rate & hours of service, student identifier | \$250 |
| TOTAL | | \$120,000 |

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

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

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office

509 Girard Street
Bellingham, WA 98225

2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

Schools Insurance Association of Washington

CERTIFICATE OF COVERAGE

Issue Date:08/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) 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 COVERED PARTY, the MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, 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 Phone 509-754-2027 Fax 509-754-3406 | GENERAL LIABILITY SIAW/Munich Re et al. AUTOMOBILE LIABILITY SIAW/Munich Re et al. |
| COVERED MEMBER | PROPERTY SIAW/Munich Re, et al. |
| Ferndale School District #502 P.O. Box 698 Ferndale, WA 98248 | CRIME / PUBLIC EMPLOYEE DISHONESTY SIAW/Munich Re |
| COVERAGES | |

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER 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 COVERAGE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF COVERAGE | MOC NUMBER | MOC EFF DATE | MOC EXP DATE | DESCRIPTION | LIMITS |
|---|---------------|--------------|--------------|---|---------------|
| GENERAL LIABILITY | | | | | |
| COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM | SIAW192034021 | 09/01/2019 | 09/01/2020 | GENERAL AGGREGATE | \$36,000,000 |
| | | | | PRODUCT-COMP/OP AGG | \$36,000,000 |
| | | | | PERSONAL & ADV. INJURY | 30,000,000 |
| | | | | EACH OCCURRENCE | 30,000,000 |
| (LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS) | | | | ANNUAL PROGRAM AGGREGATE | \$100,000,000 |
| AUTOMOBILE LIABILITY | | | | | |
| ANY AUTO | SIAW192034021 | 09/01/2019 | 09/01/2020 | COMBINED SINGLE LIMIT | \$30,000,000 |
| (LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS) | | | | ANNUAL PROGRAM AGGREGATE | NONE |
| PROPERTY | | | | | |
| | SIAW192034021 | 09/01/2019 | 09/01/2020 | ALL RISK PER OCC EXCL EQ & FL | \$150,000,000 |
| | | | | EARTHQUAKE PER OCC | \$35,000,000 |
| | | | | FLOOD PER OCC (Except FZ A&V, which is \$1MM) | \$25,000,000 |
| (PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS) | | | | ANNUAL PROGRAM AGGREGATE | NONE |
| CRIME/PUBLIC EMPLOYEE DISHONESTY | | | | | |
| (CRIME SUBJECT TO A \$250,000 PROGRAM SIR) | SIAW192034021 | 09/01/2019 | 09/01/2020 | PER LOSS | \$1,000,000 |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS | | | | | |
| Evidence of Coverage. | | | | | |

CANCELLATION

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

| | |
|---|--|
| CERTIFICATE HOLDER | AUTHORIZED REPRESENTATIVE |
| Administration Whatcom County Health Department 509 Girard Street Bellingham, WA 98225 |  |



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

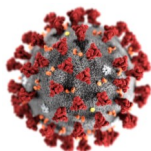
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

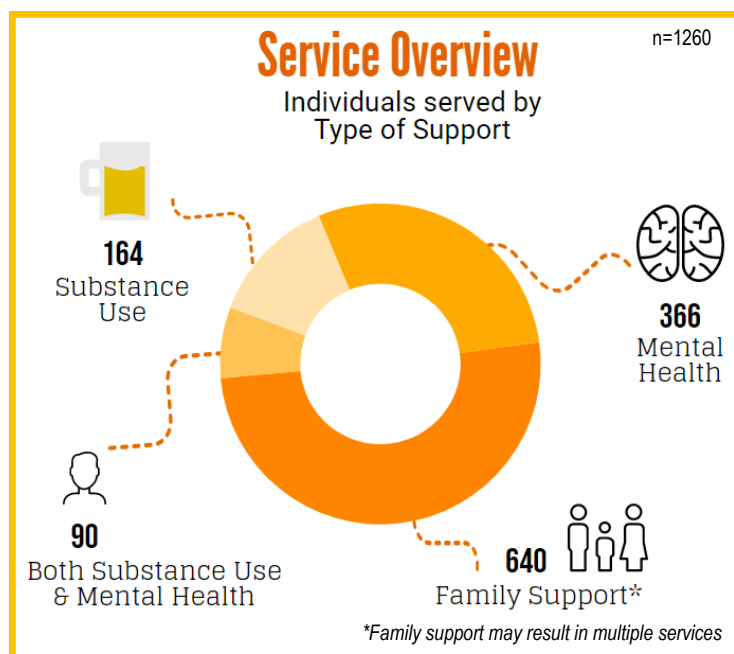
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

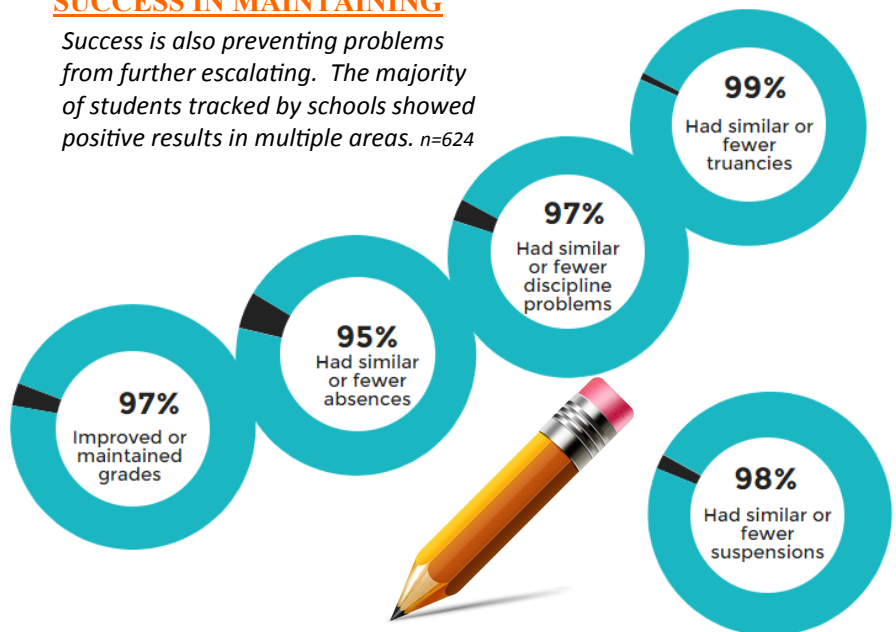
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. n=624



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

| Provider Contacts | Individuals Served | % of served |
|-------------------|--------------------|-------------|
| 1-10 | 968 | 77% |
| 11-19 | 192 | 15% |
| 20+ | 100 | 8% |

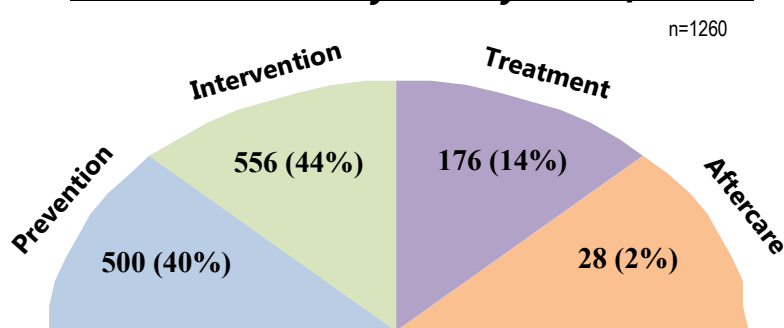


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

TREATMENT
WORKS!



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

| | |
|---------------------------|-----|
| Community | 36 |
| School | 277 |
| Both (school & community) | 620 |

Social Supports

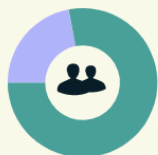
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

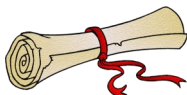
1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

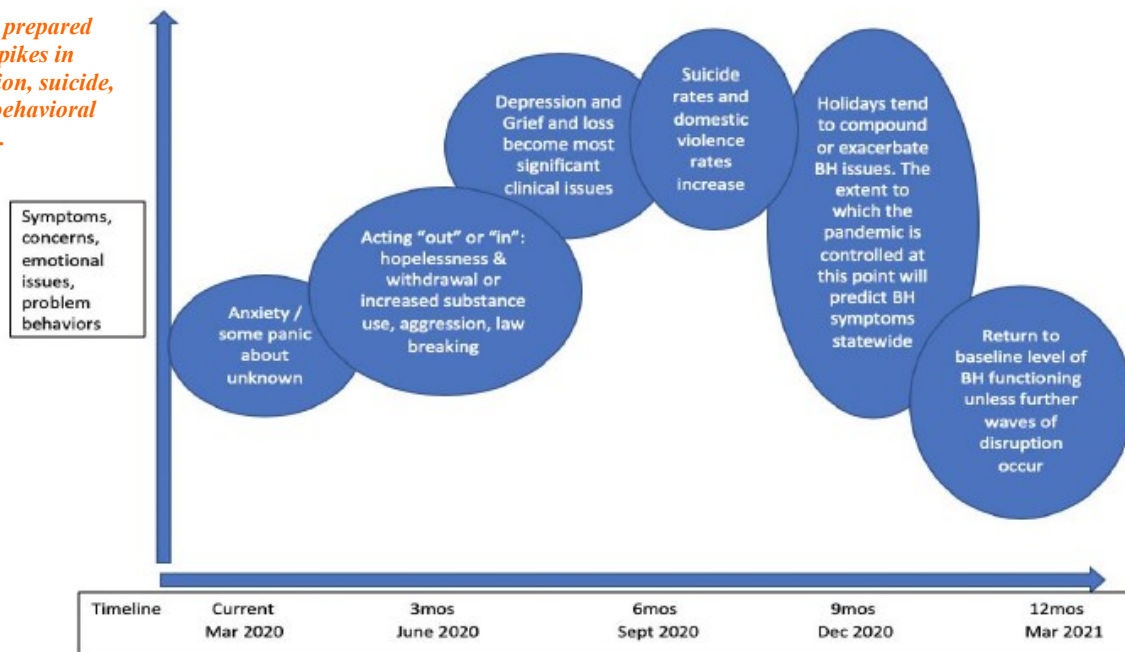


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA





Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age**. Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

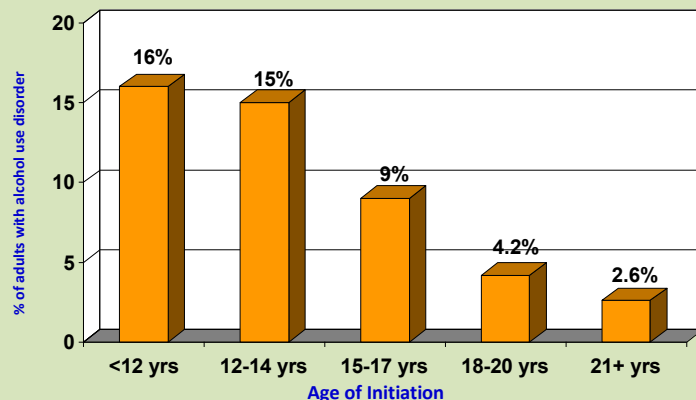
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs**. The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

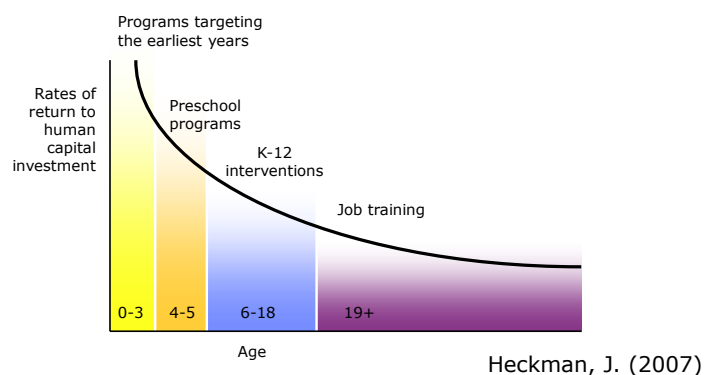
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and
Produces Higher Returns than Later Remediation



Heckman, J. (2007)



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-237

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|-------------------|
| File ID: | AB2020-237 | Version: | 1 | Status: | Held In Committee |
| File Created: | 05/29/2020 | Entered by: | JThomson@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Bellingham School District #501 to provide behavioral health services, in the amount of \$138,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|---|-------------------|---|
| 07/21/2020 | Council Finance and Administrative Services Committee | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |
| 07/21/2020 | Council | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |

Attachments: Memo to County Executive, Bellingham School District Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Bellingham School District #501 – Behavioral Health Services Contract

DATE: May 29, 2020

Attached is a contract between Whatcom County and Bellingham School District #501 for your review and signature.

- **Background and Purpose**

This contract provides funding for behavioral health services within the Bellingham School District #501 to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Each district requires their individual school board's approval and Council review of each of these contracts may occur on different dates.

- **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$138,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

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

Encl.



| | | | |
|--|--|--|---|
| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. _____ | |
| Originating Department: | | 85 Health | |
| Division/Program: (i.e. Dept. Division and Program) | | 8550 Human Services / 855020 Mental Health | |
| Contract or Grant Administrator: | | Kathleen Roy | |
| Contractor's / Agency Name: | | Bellingham School District #501 | |
| Is this a New Contract? | | If not, is this an Amendment or Renewal to an Existing Contract? | |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | |
| Does contract require Council Approval? | | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Already approved? Council Approved Date: | | If No, include WCC: _____ | |
| | | (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? | | If yes, grantor agency contract number(s): _____ | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | CFDA#: _____ | |
| Is this contract grant funded? | | If yes, Whatcom County grant contract number(s): _____ | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | |
| Is this contract the result of a RFP or Bid process? | | Contract Cost Center: 124113 | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | If yes, RFP and Bid number(s): _____ | |
| Is this agreement excluded from E-Verify? | | No <input type="checkbox"/> | Yes <input checked="" type="checkbox"/> |
| | | If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: | | | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | <input type="checkbox"/> Work related subcontract less than \$25,000. | |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): | | 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. | |
| \$ 138,000 | | | |
| This Amendment Amount: | | | |
| \$ | | | |
| Total Amended Amount: | | | |
| \$ | | | |
| Summary of Scope: This contract funds behavioral health services within the Bellingham School District #501 for students who are challenged with mental health and substance use problems. | | | |
| Term of Contract: | 1 Year | Expiration Date: | 08/31/2021 |
| Contract Routing: | 1. Prepared by: | JT | Date: 04/09/2020 |
| | 2. Health Budget Approval: | KR | Date: 05/01/2020 |
| | 3. Attorney signoff: | RB | Date: 05/01/2020 |
| | 4. AS Finance reviewed: | M Caldwell | Date: 05/01/2020 |
| | 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: |

CONTRACT FOR SERVICES
Between Whatcom County and Bellingham School District #501

Bellingham School District #501, 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 11,
Exhibit A (Scope of Work), pp. 12 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 September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health services, 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 \$138,000. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

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

CONTRACTOR:

Bellingham School District #501
1306 Dupont Street
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.

Greg Baker, Superintendent

WHATCOM COUNTY:
Recommended for Approval:

| | |
|-------------------------------------|------|
| Anne Deacon, Human Services Manager | Date |
|-------------------------------------|------|

| | |
|---------------------------------------|------|
| Erika Lautenbach, Department Director | Date |
|---------------------------------------|------|

Approved as to form:

| | |
|--|------|
| Royce Buckingham, Prosecuting Attorney | Date |
|--|------|

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

Bellingham School District #501
Greg Baker, Superintendent
1306 Dupont Street
Bellingham, WA 98225
(360) 676-6501
Greg.baker@bellingshamschools.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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

| | |
|-----------------------------------|--------------------------------|
| Property Damage | \$500,000.00, per occurrence |
| General Liability & bodily injury | \$1,000,000.00, per occurrence |
| Annual Aggregate | \$2,000,000.00 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier.

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

Any notices or 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: Joe Fuller, Program Specialist
(360) 778-6045

JFuller@co.whatcom.wa.us

To: Bellingham School District #501
1306 Dupont Street
Bellingham, WA 98225
Attention: Greg Baker, Superintendent
(360) 676-6501
Greg.Baker@bellingshamschools.org

Any such notice or communication shall be deemed to have been given on (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 transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom 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:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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 but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to at least 200 students, ages 12 – 18 years, and their families as appropriate, within each school year contract period. Those served will be students in the Bellingham School District #501 who have been identified to have or to be at risk of developing mental health and/or substance use issues.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Link students to appropriate in-school or community based services and activities based on identified needs of the individual.
4. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
5. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
6. Provide consultation and/or technical assistance to school district staff regarding youth with mental health or substance use issues.
7. Maintain Intervention/Prevention Specialists at Squalicum High School, Bellingham High School, and Sehome High School locations.
8. Ensure all services are delivered by a qualified professional.
9. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.

10. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
11. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine the need for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.

Reporting

Reports will be submitted according to the following timetable:

| Report Form | Service Period | Due Date |
|------------------------------------|--|---|
| Form #1: Service Tracking Sheet | a) Start of school through December b) Start of school through end of school (add January-June services to existing form) | a) January 31st b) June 30th |
| Form #2: Narrative Report | a) Start of school through December b) January through end of school | a) January 31 st b) June 30th |
| Form #3: School Records Report | Start of school through end of school | June 30 th |

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$138,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

| Item | Invoice Documentation Required | Budget |
|---|---|------------------|
| Intervention/Prevention Specialists (including salary and benefits) | General Ledger (GL) detail | \$136,000 |
| Program supplies, professional development/training, and travel | <p>GL Detail for supplies and training</p> <p>For mileage reimbursement, copies of mileage records, including the name of staff members, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel, for mileage reimbursement. Mileage will be reimbursed at the current Federal rate.</p> <p>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, beginning and ending time and dates of travel, starting point and destination, and a brief description of purpose.</p> <p>Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem rates (www.gsa.gov), specific to location. Receipts for meals are not required.</p> | \$2,000 |
| TOTAL | | \$138,000 |

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

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

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)

Schools Insurance Association of Washington

CERTIFICATE OF COVERAGE

Issue Date: 08/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) 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 COVERED PARTY, the MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, 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 Phone 509-754-2027 Fax 509-754-3406 | GENERAL LIABILITY SIAW/Munich Re et al. AUTOMOBILE LIABILITY SIAW/Munich Re et al. |
| COVERED MEMBER | PROPERTY SIAW/Munich Re, et al. CRIME / PUBLIC EMPLOYEE DISHONESTY SIAW/Munich Re |
| Bellingham School District #501 1306 Dupont Street Bellingham, WA 98225 | |
| COVERAGES | |

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER 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 COVERAGE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

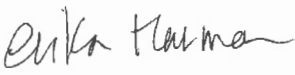
| TYPE OF COVERAGE | MOC NUMBER | MOC EFF DATE | MOC EXP DATE | DESCRIPTION | LIMITS |
|--|---------------|--------------|--------------|--|---|
| GENERAL LIABILITY | | | | | |
| COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM | SIAW192034010 | 09/01/2019 | 09/01/2020 | GENERAL AGGREGATE PRODUCT-COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE ANNUAL PROGRAM AGGREGATE | \$36,000,000 \$36,000,000 30,000,000 30,000,000 \$100,000,000 |
| (LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS) | | | | | |
| AUTOMOBILE LIABILITY | | | | | |
| ANY AUTO | SIAW192034010 | 09/01/2019 | 09/01/2020 | COMBINED SINGLE LIMIT ANNUAL PROGRAM AGGREGATE | \$30,000,000 NONE |
| (LIABILITY IS SUBJECT TO A \$100,000 SIR PAYABLE FROM PROGRAM FUNDS) | | | | | |
| PROPERTY | | | | | |
| | SIAW192034010 | 09/01/2019 | 09/01/2020 | ALL RISK PER OCC EXCL EQ & FL EARTHQUAKE PER OCC FLOOD PER OCC (Except FZ A&V, which is \$1MM) ANNUAL PROGRAM AGGREGATE | \$150,000,000 \$35,000,000 \$25,000,000 NONE |
| (PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS) | | | | | |
| CRIME/PUBLIC EMPLOYEE DISHONESTY | | | | | |
| (CRIME SUBJECT TO A \$250,000 PROGRAM SIR) | SIAW192034010 | 09/01/2019 | 09/01/2020 | PER LOSS | \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding contract for behavioral health services. Whatcom County is named as Additional Insured regarding this contract only and is subject to coverage terms, conditions, and exclusions. Additional Insured endorsement is attached. SIAW retained limit is primary and non-contributory. Waiver of Subrogation is attached.

CANCELLATION

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

| CERTIFICATE HOLDER | AUTHORIZED REPRESENTATIVE |
|---|--|
| Whatcom County 311 Grand Ave Bellingham, WA 98225 |  |



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

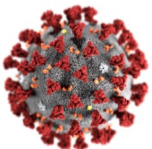
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

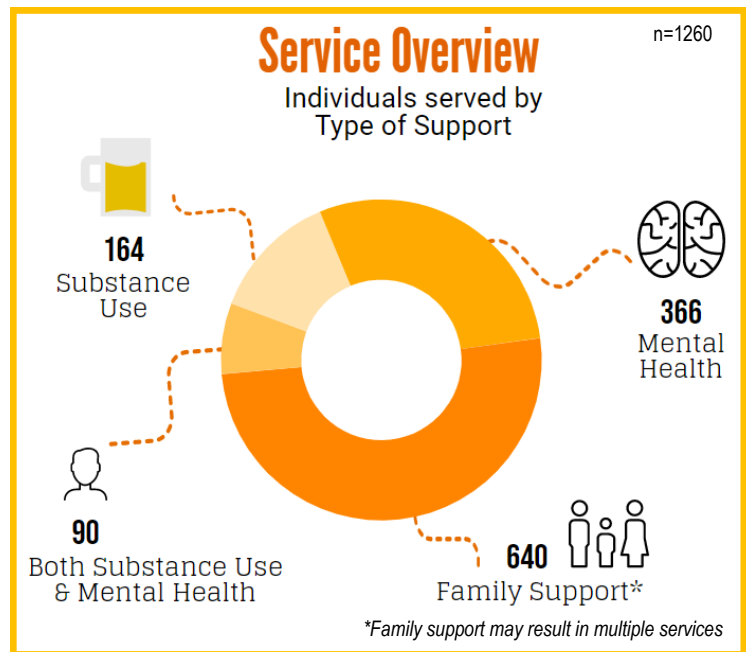
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

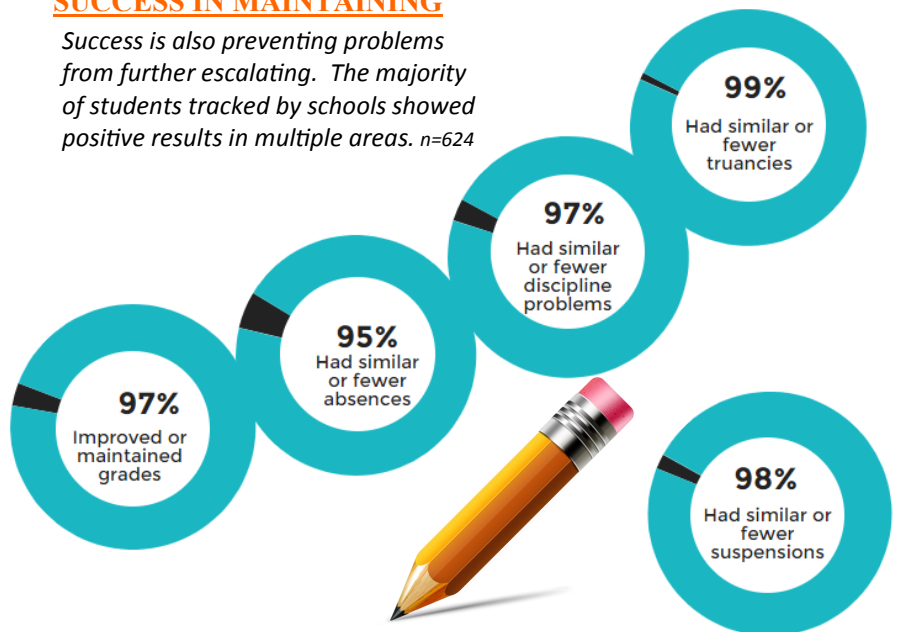
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. *n=624*



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

| Provider Contacts | Individuals Served | % of served |
|-------------------|--------------------|-------------|
| 1-10 | 968 | 77% |
| 11-19 | 192 | 15% |
| 20+ | 100 | 8% |

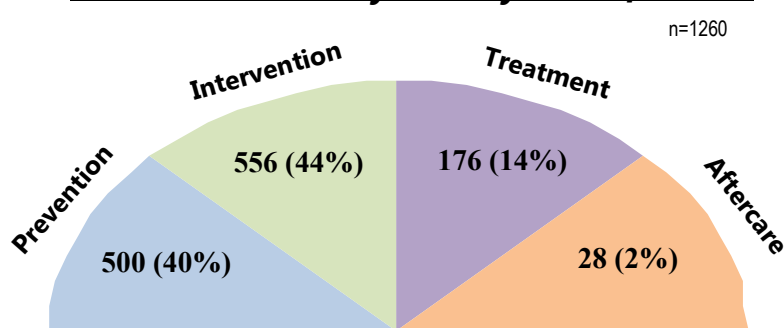


Maintaining Connections



From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)

TREATMENT
WORKS!



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

| | |
|---------------------------|-----|
| Community | 36 |
| School | 277 |
| Both (school & community) | 620 |

Social Supports

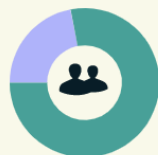
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

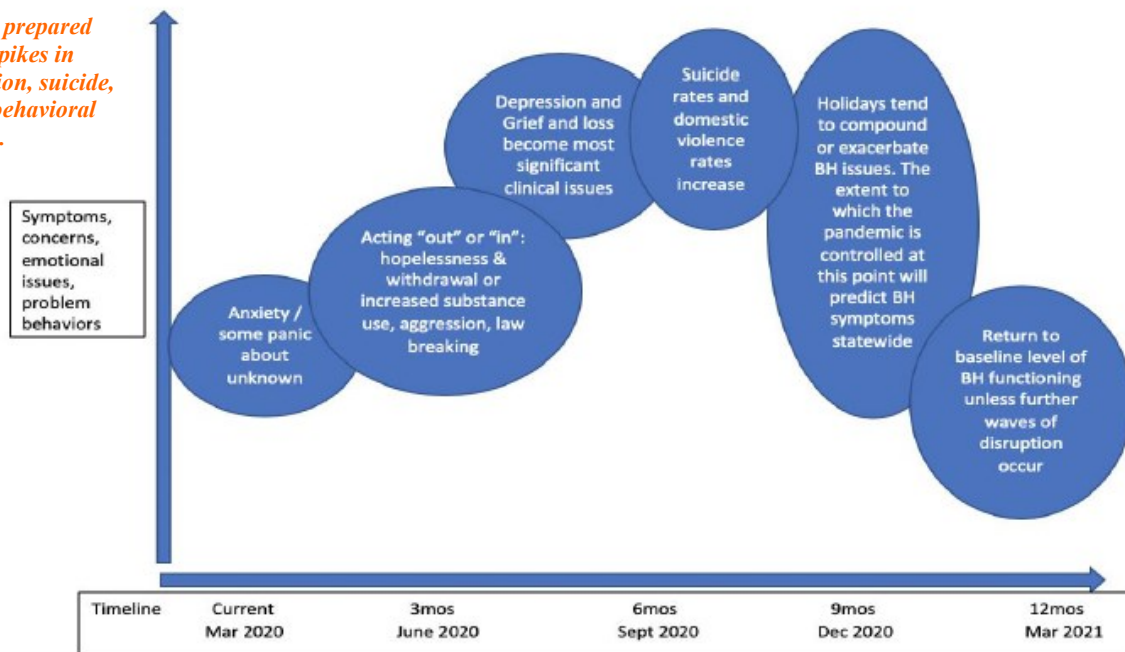


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA



<https://www.samhsa.gov/dtac/recovering-disasters/phases-disaster>



Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age**. Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

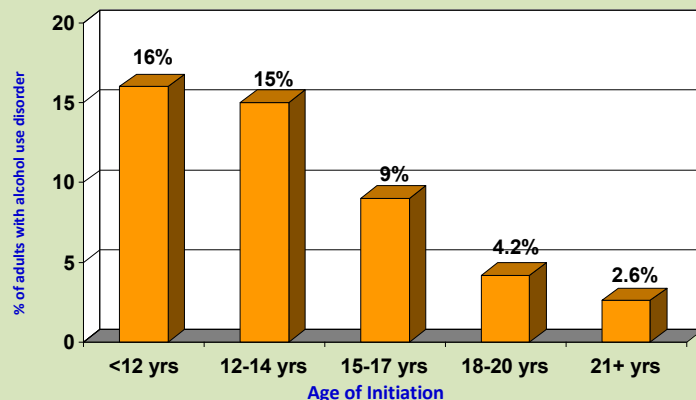
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs**. The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

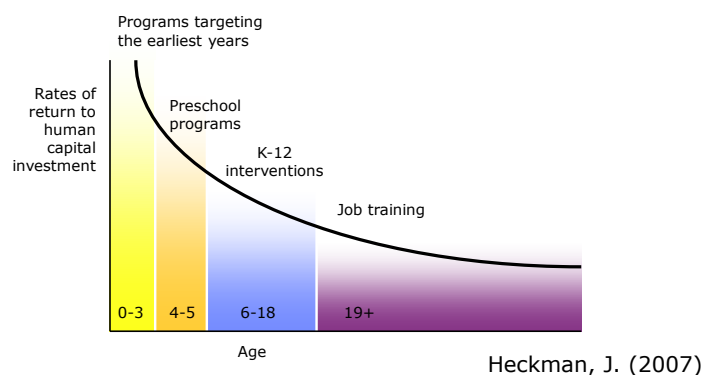
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and
Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-244

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|-------------------|
| File ID: | AB2020-244 | Version: | 1 | Status: | Held In Committee |
| File Created: | 06/05/2020 | Entered by: | JThomson@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Mount Baker School District to provide behavioral health services, in the amount of \$108,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|---|-------------------|---|
| 07/21/2020 | Council Finance and Administrative Services Committee | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |
| 07/21/2020 | Council | HELD IN COMMITTEE | Council Finance and Administrative Services Committee |

Attachments: Memo to County Executive, Mt Baker School District Contract, School Services Report



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Mt. Baker School District – Behavioral Health Services Contract

DATE: June 5, 2020

Enclosed are two (2) originals of a contract between Whatcom County and Mt. Baker School District for your review and signature.

▪ **Background and Purpose**

This contract provides funding for behavioral health services within the Mt. Baker School District to promote a greater ability for academic success for students who are challenged with mental health and substance use problems. This is a new contract, as the current contract will meet its maximum number of allowable renewals at the end of the current term; however, these services have been in place through contracts with Whatcom County and each of the Whatcom County school districts since 2012. Each district requires their individual school board's approval and Council review of each of these contracts may occur on different dates.

▪ **Funding Amount and Source**

The source of funding for this contract, in an amount not to exceed \$108,000, is the Behavioral Health Program Fund. These funds are included in the 2020 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

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

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

| | | | |
|--|--|---|--|
| Originating Department: | | 85 Health | |
| Division/Program: (i.e. Dept. Division and Program) | | 8550 Human Services / 855020 Mental Health | |
| Contract or Grant Administrator: | | Kathleen Roy | |
| Contractor's / Agency Name: | | Mt. Baker School District | |
| Is this a New Contract? | If not, is this an Amendment or Renewal to an Existing Contract? | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | | |
| Does contract require Council Approval? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If No, include WCC: | |
| Already approved? Council Approved Date: | | (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? | If yes, grantor agency contract number(s): | | CFDA#: |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | |
| Is this contract grant funded? | If yes, Whatcom County grant contract number(s): | | |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | |
| Is this contract the result of a RFP or Bid process? | Contract | | |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | If yes, RFP and Bid number(s): | Cost Center: | 124113 |
| Is this agreement excluded from E-Verify? | No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> | If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: | | | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | <input type="checkbox"/> Work related subcontract less than \$25,000. | |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): | | 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: | |
| \$ | 108,000 | 1. Exercising an option contained in a contract previously approved by the council. | |
| This Amendment Amount: | | 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. | |
| \$ | | 3. Bid or award is for supplies. | |
| Total Amended Amount: | | 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 funds behavioral health services within the Mt. Baker School District for students who are challenged with mental health and substance use problems. | | | |
| Term of Contract: | 1 Year | Expiration Date: | 08/31/2021 |
| Contract Routing: | 1. Prepared by: | JT | Date: 04/14/2020 |
| | 2. Health Budget Approval: | KR | Date: 05/01/2020 |
| | 3. Attorney signoff: | RB | Date: 05/01/2020 |
| | 4. AS Finance reviewed: | M Caldwell | Date: 05/01/2020 |
| | 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: |

CONTRACT FOR SERVICES
Between Whatcom County and Mt. Baker School District

Mt. Baker School District, 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 11,
 Exhibit A (Scope of Work), pp. 12 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 September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of August, 2021.

The general purpose or objective of this Agreement is to provide behavioral health services, 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 \$108,000. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

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

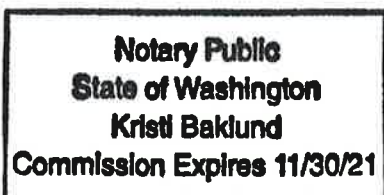
CONTRACTOR:


 Mary Sewright, Superintendent

STATE OF WASHINGTON)
) ss.

COUNTY OF WHATCOM)

On this 26 day of May, 2020, before me personally appeared Mary Sewright to me known to be the Superintendent of Mt. Baker School District and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




 NOTARY PUBLIC in and for the State of Washington, residing at Deming. My commission expires 11/30/21.

WHATCOM COUNTY:

Recommended for Approval:

 6/1/2020
Anne Deacon, Human Services Manager Date

 6/1/2020
Erika Lautenbach, Department Director Date

Approved as to form:

Approved by email RB/JT 05/01/2020
Royce Buckingham, Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

CONTRACTOR INFORMATION:

Mt. Baker School District
Mary Sewright, Superintendent
PO Box 95
Deming, WA 98244
(360) 383-2000
msewright@mtbaker.wednet.edu

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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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 Insurance

COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY Below:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

| | |
|-----------------------------------|--------------------------------|
| Property Damage | \$500,000.00, per occurrence |
| General Liability & bodily injury | \$1,000,000.00, per occurrence |
| Annual Aggregate | \$2,000,000.00 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier.

Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

37.2 Notice:

Any notices or 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: Joe Fuller, Program Specialist
(360) 778-6045

JFuller@co.whatcom.wa.us

To: Mt. Baker School District
PO Box 95
Deming, WA 98244
Attention: Mary Sewright, Superintendent
(360) 383-2000
msewright@mtbaker.wednet.edu

Any such notice or communication shall be deemed to have been given on (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 transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom 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:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such

cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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 but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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)

Background

Whatcom County enacted a local increase of 1/10th of 1% in sales tax for the express purpose of developing new or enhanced behavioral health programs and services. School Districts are often tasked with providing effective educational programs to students who are unable to utilize them successfully due to compromising behavioral concerns. Whatcom County acknowledges that schools are experts in delivering educational services, yet have become the default for behavioral health problems that require intervention. In order to respond to the pressing needs of these students, a portion of the sales tax revenue has been designated to provide behavioral health expertise and support to schools. The services provided under this contract will enable youth and their families to receive behavioral health services that may not otherwise have access, especially in the county's most rural areas.

The goal of these services is to reduce risk for substance use and poor mental health for youth and their families and to promote increased successes in their academic endeavors. Anticipated outcomes include improved academic performance, decreased discipline problems, decreased absenteeism, decreased truancy, and decreased suspensions among the students served by this program, while demonstrating better mental health and less substance use.

Statement of Work

The Contractor will:

1. Provide behavioral health services to 50 – 70 students between the ages of 5 to 18 years, and their families as appropriate, within each school year contract period. Those served will be students in the Mt. Baker School District who have been identified to have or be at risk of developing mental health and/or substance use issues.
2. Provide services to students who are demonstrating "behaviors of concern" such as declining grades, discipline problems, truancy and absenteeism problems, suspensions, substance use, or related issues. Individuals can be referred by themselves, other students, school personnel, or family members.
3. Link students to appropriate in-school or community-based services and activities based on identified needs of the individual.
4. Provide outreach to high need families and connect them to appropriate community services, on a case by case basis.
5. Family resource coordination will focus on substance use and mental health issues.
6. Refer identified students to appropriate behavioral health treatment programs and additional support services, as appropriate.
7. Ensure consultation and coordination efforts comply with all state and federal laws regulating confidentiality and client record keeping.
8. Provide consultation and/or technical assistance to school district staff regarding youth with mental health and substance use issues.
9. Ensure all services are delivered by a qualified professional.

10. Participate in one provider meeting during each school year contract period, if arranged and convened by the Whatcom County Health Department.
11. Participate in County evaluation efforts, including evaluation planning, data collection, and reporting.
12. Provide the Health Department with requested behavioral health data from the Healthy Youth Survey (HYS) to determine needs for training and programming, and to assist with ongoing planning and evaluation efforts of the school-based services funded by the Behavioral Health Program Fund. Any and all public release of obtained HYS data will be done in explicit collaboration with the school district.
13. The behavioral health services provided under this contract are funded by local Whatcom County sources. Subcontracted services may include screening students and/or families for service eligibility, consulting with school staff, mental health assessments, individual and family counseling, group counseling, case management, referral to additional support services, and other mental health service not provided by other funding sources.

Reporting

Reports will be submitted according to the following timetable:

| Report Form | Service Period | Due Date |
|------------------------------------|--|---|
| Form #1: Service Tracking Sheet | a) Start of school through December b) Start of school through end of school (add January-June services to existing form) | a) January 31st b) June 30th |
| Form #2: Narrative Report | a) Start of school through December b) January through end of school | a) January 31 st b) June 30th |
| Form #3: School Records Report | Start of school through end of school | June 30 th |

The County will provide all required report forms. Reports will include the following information, in addition to any other outcome/output measures that are developed through County evaluation efforts:

1. Number of students who received services offered through the school district.
2. Number of students referred to behavioral health services (assessment and/or treatment).
3. Number of students referred to other community services.
4. Impact of services on anticipated outcomes, including school success and behavioral health measures.
5. Narrative description of successes, challenges, and barriers during service delivery, as well next steps for ongoing implementation.

Any changes related to reporting requirements, including timeline, forms, or measures, will be communicated by the County.

EXHIBIT "B"
(COMPENSATION)

- I. Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$108,000, is the Behavioral Health Program Fund. The budget for this contract is as follows:

| Item | Invoice Documentation Required | Budget |
|---|---|------------------|
| Mental Health Support Specialists (including salary and benefits) | General Ledger (GL) detail | \$95,000 |
| Subcontracted Services (e.g. therapy, psychological services, drugs/alcohol counseling) | Subcontractor invoice showing subcontractor name, type of service, rate & hours of service, student identifier | \$8,000 |
| Professional development, training, and travel | Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required. For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate. | \$2,000 |
| Strengthening Families Program (childcare and meals) | Receipts for meals and invoices for childcare | \$2,000 |
| Program Supplies | GL Detail | \$1,000 |
| TOTAL | | \$108,000 |

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor may not exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.

I. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. Invoices submitted for

payment must include the items identified in the table above. The Contractor shall submit invoices to (include contract/PO #):

HL-BusinessOffice@co.whatcom.wa.us or

Whatcom County Health Department
Attn: Business Office
509 Girard Street
Bellingham, WA 98225

2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



School Services Report September 2019—June 2020

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2019/2020 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services in all areas of the county, especially in areas where no services previously existed. In fact, 78% of individuals served (986 out of 1,260) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.”

Results

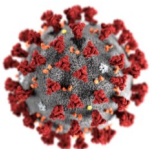
Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school performance and social functioning.

Figures in this report reflect services that were provided to individuals, small groups, families, and the larger community. These services demonstrate:

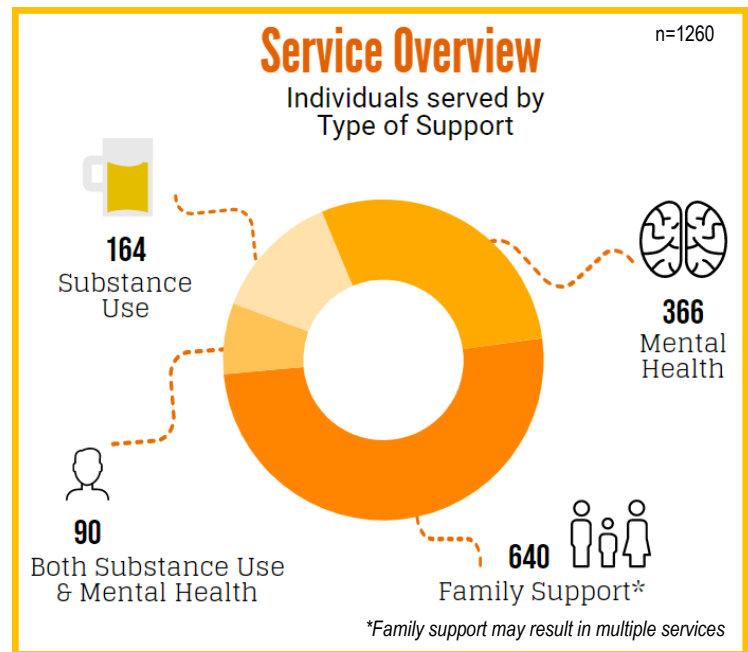
- **Cost Savings to the community**
- **Improved behavioral health outcomes**
- **Leveraged resources**

Cost-benefit estimates show that effective school-based programs can save \$18 for every \$1 spent on these programs. See page 6 for more information on prevention science that drives these services.

COVID-19: Services & Needs



Schools had to close their physical doors in March, but behavioral health services continued throughout the county. School and community-based providers have worked hard to identify new platforms for delivering services to students and families (phone conferences, Zoom meetings, Doxy.me, etc.), as well as develop policies, procedures, and standards for delivering services in a new way. Creativity and innovation throughout the districts have helped maintain critical supports. Large trainings, groups services, and community events have



Service Reach & Intensity

- **7,906 Community members** reached through community events and training
- **1,260 Individuals** reached through individual or group services
- **1,246 Youth** reached through individual or group services
- **424 Parents** were recipients in services
- **8,989** total professional contacts were provided to youth during the year
- An average of **7** contacts were made for each youth during the year

largely been put on hold, but services to individuals and families persisted.

The pandemic has created elevated stress and anxiety in many households, and the increased isolation and lack of social/emotional opportunities have compounded behavioral health concerns. The Substance Abuse & Mental Health Services Administration has created a behavioral health forecast which identifies phases when the community can anticipate spikes in anxiety, depression, suicide, and other poor behavioral health outcomes. As time goes on, these supports will continue to be more essential than ever.



Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year.

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 10 in Whatcom County:

- 20** are dealing with anxiety
- 12** are dealing with depression
- 7** have contemplated suicide
- 5** have made a suicide plan
- 2** have attempted suicide

Source: Healthy Youth Survey 2018

Note-the pandemic has impacted normal methods for tracking grades , attendance, etc.

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

Improved Academics

395 youth



Improved Discipline

261 youth

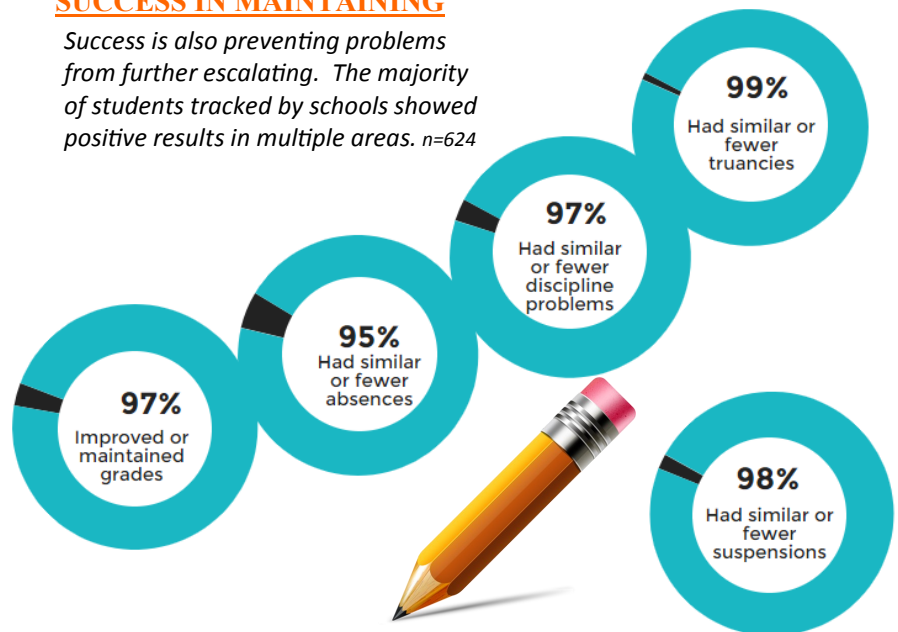
Improved Attendance

242 youth



SUCCESS IN MAINTAINING

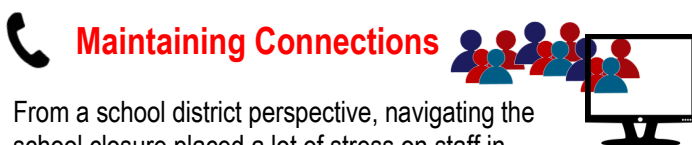
Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. *n=624*



Frequency of Services

Services are tailored to meet individual needs. While some youth may require just one or a few contacts to meet their needs, some may require more intensive services. One in five youth served had more than ten contacts with school or community professionals.

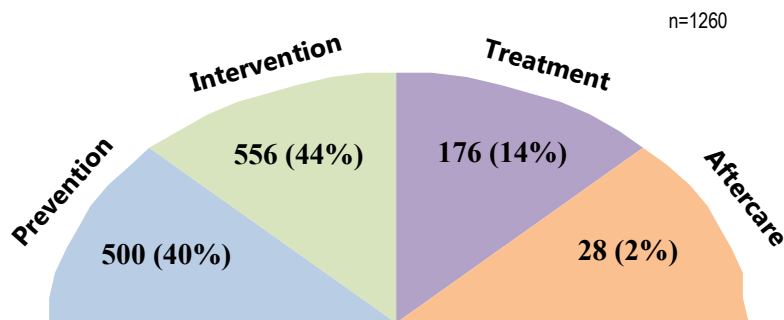
| Provider Contacts | Individuals Served | % of served |
|-------------------|--------------------|-------------|
| 1-10 | 968 | 77% |
| 11-19 | 192 | 15% |
| 20+ | 100 | 8% |



Maintaining Connections

From a school district perspective, navigating the school closure placed a lot of stress on staff in attempting to provide services to students, whether those services were synchronous (i.e., direct teletherapy) or asynchronous (i.e., phone consultation, digital uploads of classroom content). With upwards of 40% of students not engaging, the challenge was high. The fact that my Mental Health Support Specialist (MHSS) staff were able to provide consistent mental health support to students during the school closure is a great celebration. While they could not connect directly with all students on their caseloads, our MHSS's did a wonderful job in servicing students via teletherapy or on the phone. These last three months will allow us to be better prepared to support students next fall.

Individuals Served by Primary Area of Service



Student Success

I have had the privilege of working with several seniors, and a few of them last year were in jeopardy of not graduating. One in particular worked through major depression, and multiple suicide attempts. She engaged in counseling and in our work together I was able to connect her to medical help and psychiatric treatment. I was able to successfully assist her in making healthy changes which not only saved her life but also instilled in her hope for her future. She began to see that she was not stuck in her current environment and that she could make choices to empower herself and improve her wellbeing. This student had the courage to enroll in Running Start and finish her education at the community college. She began to realize that her dream of becoming a teacher could in fact become a reality. Not only could she be the first one in her family to graduate from high school, but she could also attend a four-year university!

This student did graduate and she did get accepted to a four-year college where she is doing well! She continues to work on self-care and taking care of her mental health needs. She worked so hard and her efforts are paying off. I do believe that this is one of those times that had she not received counseling she may not be here today. I am honored and privileged to work with students in such a meaningful way.

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as substance use disorder or mental health treatment services. During this past year, 385 individuals were referred to treatment.

REFERRALS TO TREATMENT

287 Mental Health

51 Substance Use Disorder

47 Both (MH & SUD)

CONNECTED TO TREATMENT

227 Mental Health

46 Substance Use Disorder

36 Both (MH & SUD)



FROM THE STUDENTS...

There is no way I could properly thank you for everything you have done for me personally, the Sehome community and for PCO (Peer Centered Outreach). Meghan you have changed my life. I hope you go on to inspire more kids to change their lives for the better.

-Sehome Student

I remember when PCO was first introduced at Sehome and not that many people knew about it. Then, all of a sudden, super cool things started happening like the Consent Event and the amazing assembly we had. I also remember people started talking about you and how amazing and supportive you were, that next level addition we needed to the staff.

-Sehome Student

Natural high club was always something I looked forward to every week. I enjoy everything about it when we make posters for kindness week or play games outside. I really had fun setting up and running the kindness and prevention carnivals. I learned a lot about vape and the damage it does to your lungs. My favorite part was when I went to the Prevention Summit in Yakima, I learned so much about what drugs can do and how to help decline use. All the fun inside activities were fun, also.

-7th grade Ferndale Student

A few things I liked about being in Natural High club are how much we got to decorate the school for red ribbon week, going to Yakima, and planning stuff for school. In Yakima we got to have fun, but also learn about drug abuse and other things like that. We had dances, crafts, and/or a movie. I learned a lot at the Yakima Summit. Also, in NH, we got to plan what the school did for spirit week, which was really fun. We got to make posters, make decorations, and then put them up over the school, and while making the posters we learned about drug usage and how bad it can end up being. I really liked being in Natural High, and I'm sad it had to end sooner than it would've.

-Ferndale Student

Jennifer's Progress

A student I meet with every week was skipping class often and she was in trouble a lot. She has now quit her drug and alcohol use and is enjoying time with her family and really understanding the consequences of her actions. She is making a conscious choice to abstain from drug and alcohol use and go forward with her life in a positive way. She is realizing the importance of good grades and making better choices for herself. I have been meeting with her regularly through doxy.me. In general, it has been harder for students to "hang out" together and drug and alcohol use has been less. Some students are enjoying time with family and some family relationships are being restored.

-Blaine Schools



Impact on Our Youth: Nooksack Updates



5th Grader Success: One of my favorite success stories so far this year involves a precocious, kind, and determined 5th grader who first came to me in 3rd grade for treatment of ADHD, Anxiety, and the experience of adjusting to a recent move and family changes. Through consistent attachment-based therapy that has empowered this individual with both knowledge and coping skills related to her diagnoses, she has entered a season of growth socially and academically. Through coordination with her caregivers and teachers, we are seeing her close gaps by leaps and bounds. She is coming to school with a smile on her face, making friends, and contributing in meaningful ways in our school community! During the COVID-19 season of remote learning she even initiated an online art club. Throughout the year she has regularly created therapy tools for me to use with other kids, "because you have to make things fun to get kids to talk about their feelings."

4th Grader Success: This year I had the privilege of witnessing a student who I have worked with since 1st grade receive an award for leadership. This student has fought hard to heal and grow from his experiences of depression, anxiety, and trauma. He entered school with a kind, sensitive heart and lagging skills related to self-regulation and stress management. Together with teachers, parents, and community supports this student has developed healthy coping skills that have enabled him to feel increased belonging, competence, and independence at school. He is loved by his peers and adds humor, creativity, and curiosity to his classroom community. We have also seen the family's overall relationship with the school move from a place of pain into a position of collaboration and trust.

4th Grader Success: One student who has struggled with anxiety for the past few years self-advocated and asked her parents to set her up with counseling. It has been incredible to see her self-esteem grow as she practices and uses skills related to mindfulness to reduce her stress. She is now teaching her skills to her family and her family is now regularly checking in about worries and stress with more openness.

3rd Grader Success: This year one of my students expressed how hard it was to make friends and feel like he fit in at school, so we made arrangements to invite a classmate to join us for a weekly board game club to practice taking turns, asking curious and kind questions, and having fun together. By March, this student's beliefs about his status and his sense of belonging with his peers had begun to take some important positive shifts. During the COVID closures, mom has reported that he has continued to stay in regular contact with his friends.

Family Engagement

Schools have been actively working to engage families in supporting students. Over 900 families have been involved in supporting youth through school and community-based services.

| | |
|---------------------------|-----|
| Community | 36 |
| School | 277 |
| Both (school & community) | 620 |

Social Supports

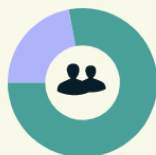
Individuals were connected to other essential social supports (housing, tutoring, basic needs, etc.) in addition to mental health and substance abuse services.

787 individuals were referred to additional school or community support services during the year

615 individuals were connected with additional supports

1933 total referrals were made for other school or community support services

1516 referrals resulted in a connection to other school or community support services



78% Of referrals resulted in connection to other social supports

Interested in more STORIES???

Each school district has provided success stories and this report contains just a handful. We have stories from **Parents, CARE Teams, Teachers, Students, and Staff**. We are happy to share more of the great impacts being created throughout the county! If you would like to read more just let us know.

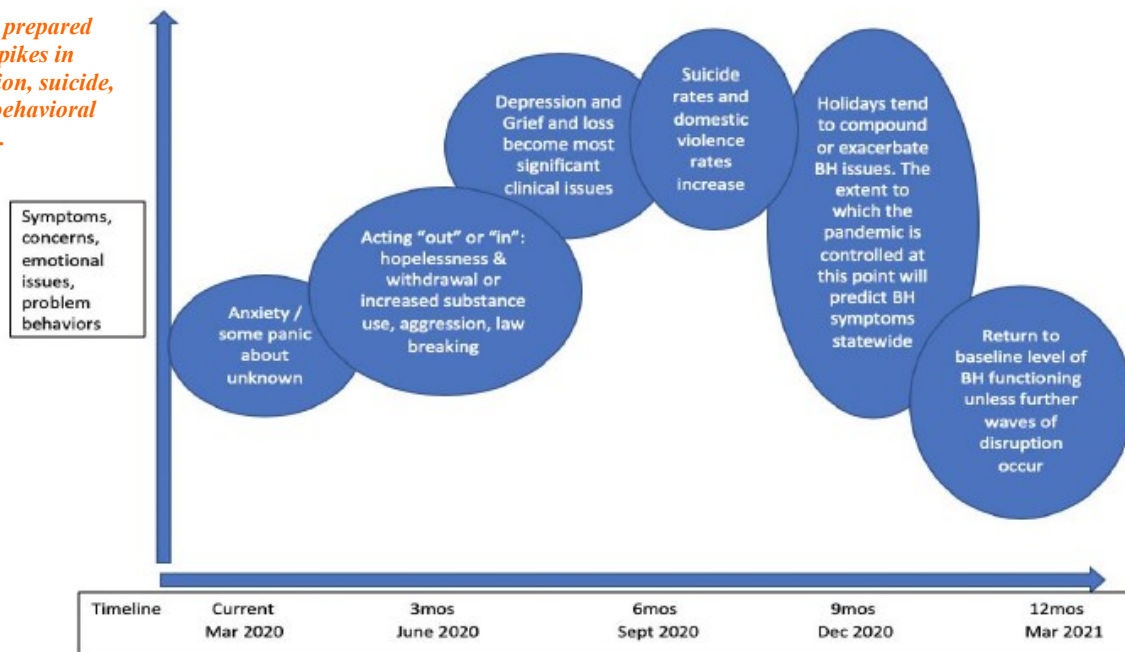


Feeling the COVID Impact in Blaine

The school closure due to COVID left some families feeling isolated, with a lack of routine and resources. Some homes are unstructured and students don't get the support they need. Many kids relied on the extra emotional and social support they received at school. Some have very stressful even abusive home situations. Some parents are overworked and tired from working, then when they get home from work, they may also need to help teach their children. In addition, some older students need to babysit younger siblings while their parent, or parents work outside of the home. This is an extra burden on the oldest sibling and as a result, they fall behind in their studies.

Forecasted Behavioral Health Symptoms from COVID-19 Over Time

Schools must be prepared for anticipated spikes in anxiety, depression, suicide, and other poor behavioral health outcomes.



NOTE: Where people start on this chart is strongly predicted by their baseline level of functioning BEFORE the outbreak / pandemic, and the degree to which they have SOCIAL SUPPORT and use ACTIVE COPING SKILLS. If the situation comes to a resolvable level after 12 months, the VAST majority of people will return to their baseline level of functioning. If the situation cascades, then the emotional and behavioral responses become compounded over time.

Reactions and Behavioral Symptoms in Disasters: SAMHSA





Services Created from the Science!

Prevention services rely on a large body of research spanning decades. By implementing evidence-based services that are designed to reduce risk, communities experience positive behavioral health impacts and economic benefits.

Age Matters

Prevention can be beneficial to people of all ages, but services can make the biggest impact when serving younger individuals. Reducing risks and building key protective factors in the early years creates life-long positive benefits.

According to the World Health Organization, **half of all mental health conditions start by 14 years of age**. Substance use initiated in the early years also contributes to much higher rates of substance use disorders as an adult. In fact, **a two year delay in the initiation of alcohol use can reduce problems as an adult by 50%.**

The data is also very clear that early childhood traumas, known as Adverse Childhood Experiences (ACE's), play a significant role in adult substance use and poor mental health, as well as a variety of physical health problems.

Investments Matter

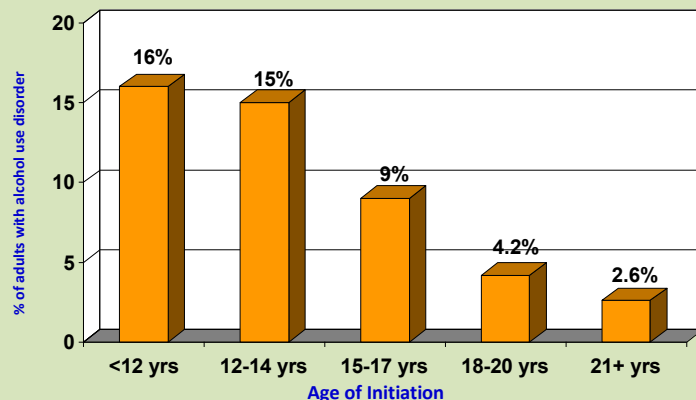
According to the Substance Abuse & Mental Health Service Administration, cost-benefit estimates show that **effective school-based programs could save \$18 for every \$1 spent on these programs**. The Washington State Institute on Public Policy (WSIPP) has also calculated individual program cost-benefit ratios, many services of which are reflected in Whatcom County. Early services also help to mitigate costlier interventions down the road.

Science Matters

Not all programs, strategies, and interventions are created equally. Hundreds of Evidence-based Best Practices (EBP's) have gone through rigorous evaluation to demonstrate and replicate effectiveness. Programs are available for range of populations, settings, and levels of risk, but implementation of EBP's must be done with fidelity.

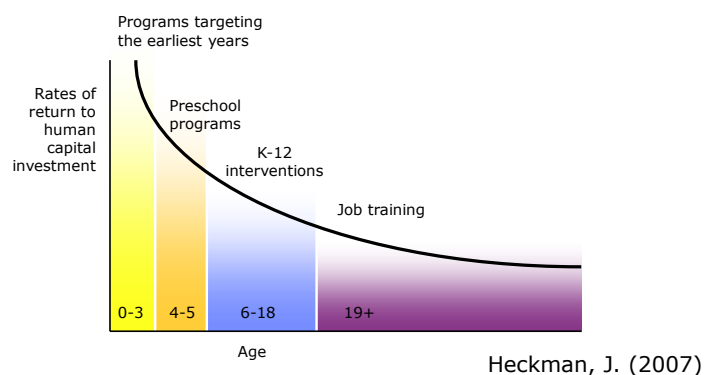
While effective prevention services do reduce substance use and improve mental wellness, they often simultaneously reduce risk for teenage pregnancy, delinquency, and other problem areas.

Percentage of Past Year Alcohol Use Disorder*
Among Adults Aged 21 or Older
by Age of First Use



*Abuse or Dependence
(Source: SAHMSA, 2005)

Preventive Intervention is More Efficient and
Produces Higher Returns than Later Remediation



Whatcom County
HEALTH
Department





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-309

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|--------------|
| File ID: | AB2020-309 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/21/2020 | Entered by: | LCumming@co.whatcom.wa.us | | |
| Department: | Public Works Department | File Type: | Contract (FCZDBS) | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between the Whatcom County Flood Control Zone District and Reichardt & Ebe Engineering, Inc., for engineering design services for the Ferndale Levee Improvement Project (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This contract for engineering services will provide technical analysis and engineering design for the Ferndale Levee Improvement Project

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Contract



MEMORANDUM

TO: The Honorable Members of the Whatcom County Flood Control Zone
District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Paula J. Harris, P.E., River and Flood Manager *PJH*
Gary Stoyka, Natural Resources Manager *GS*

RE: Engineering Design Contract: Reichhardt & Ebe Engineering, Inc.
Ferndale Levee Improvement Project

DATE: July 13, 2020

Enclosed are two (2) originals of a contract for services between Whatcom County Flood Control Zone District (FCZD) and Reichhardt & Ebe Engineering, Inc. for your review and signature.

Requested Action

The FCZD respectfully requests that the FCZD Board of Supervisors authorize the County Executive to enter into a contract with the selected consultant, Reichhardt & Ebe Engineering, Inc. for engineering design services for the Ferndale Levee Improvements Project.

Background and Purpose

This contract for engineering services will provide technical analysis and engineering design for the Ferndale Levee Improvement Project. The proposed improvement project extends south from the intersection of Front Avenue and Cherry Street for approximately 1.05 miles, and includes levee segments within both Whatcom County and the City of Ferndale.

The current levee system does not provide reliable flood protection to critical infrastructure including two water and one wastewater treatment plants, as well as roads, parks, residences and farmland. The US Army Corps of Engineers has identified multiple deficiencies with the levee system including a gap in the protection, inadequate levee geometry, unwanted vegetation, toe scour and levee penetrations. A capital project was included in the System-wide Improvement Framework (SWIF) developed by the FCZD in 2016 to resolve these deficiency.

The proposed project will be conducted in phases with the first phase focusing on providing alternative analysis and developing a 30% design levee of a preferred alternative. Significant involvement with the City of Ferndale, Whatcom PUD No.1, other stakeholders and local Tribes will occur throughout this project.

Funding Amount and Source

The project is being funded through a Department of Ecology Floodplains by Design (FbD) grant, which provides for 80% reimbursement of project costs. The proposed contract amount for Phase 1 of the Ferndale Levee Improvement Project is \$528,000. Reichhardt & Ebe Engineering was selected as the most qualified consultant through RFP 20-04.

The FCZD capital budget appropriation includes \$300,000 for this project. When the 2020 budget was developed, it was anticipated that the contract would be initiated in 2019 using \$200,000 of 2019 budget authority. Due to delays in initiating the project, the scope of work and budget includes the work originally anticipated to be initiated in 2019 and the work that was to be amended to the contract in 2020. The FCZD has adequate budget authority for this expenditure due to a reduction in the costs of other contracted work.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

| | |
|--|---|
| Originating Department: | Public Works |
| Division/Program: (i.e. Dept. Division and Program) | River and Flood / 907550 |
| Contract or Grant Administrator: | Paula Harris |
| Contractor's / Agency Name: | Reichhardt and Ebe Engineering, Inc. |
| 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? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ | |
| Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ | |
| Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): 202004008 | |
| Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): 20-04 Contract Cost Center: 719008 | |
| Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ 528,000 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: The proposed contract with Reichhardt & Ebe, Inc. is to provide engineering design of the Ferndale Levee Improvement Project. The proposed contract amount is \$528,000, with 80% of the funding provided by a Floodplains by Design Grant from Washington Department of Ecology and the FCZD providing the 20% match | |
| Term of Contract: | Expiration Date: June 30, 2022 |

| | | |
|-------------------|-------------------------------------|-----------------|
| Contract Routing: | 1. Prepared by: Daniel Goger, PE | Date: 7/13/2020 |
| | 2. Attorney signoff: KNF | Date: 7/15/2020 |
| | 3. AS Finance reviewed: M Caldwell | Date: 7/16/2020 |
| | 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: _____ |

CONTRACT FOR SERVICES AGREEMENT
Ferndale Levee Improvement Project

Whatcom County Contract No. _____

Reichhardt & Ebe Engineering, Inc., hereinafter called **Contractor**, and the Whatcom County Flood Control Zone District, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 10,

Exhibit A (Scope of Work), pp. 11 to 36,

Exhibit B (Compensation), pp. 37 to 39,

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 ____ day of August, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2022.

The general purpose or objective of this Agreement is to: provide technical analysis and engineering design for the Ferndale Levee Improvement Project, 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 \$ 528,000. 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:


Reichhardt & Ebe Engineering, Inc.


Nathan Zylstra, Principal

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

On this 16th day of July, 2020, before me personally appeared Nathan Zylstra to me known to be the Principal (title) of Reichhardt & Ebe (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




NOTARY PUBLIC in and for the State of Washington, residing at Whatcom County. My commission expires 01-11-2023.

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

 7/20/20
Jon Hutchings, Public Works Director Date

Approved as to form:

____ Approved via email / KF / DG _____
Karen Frakes, Chief Civil Deputy Prosecutor Date

Approved:

Accepted for Whatcom County Flood Control Zone District:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh Sidhu, to me known to be the 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 _____

CONTRACTOR INFORMATION:

Reichhardt & Ebe Engineering, Inc.

Nathan Zylstra, P.E., Principal

Address:

423 Front Street
Lynden, WA 98264

Mailing Address:

PO Box 978
Lynden, WA 98264

Contact Name: Nathan Zylstra, P.E.

Contact Phone: (360)-354-3687

Contact FAX: _____

Contact Email: nathanz@recivil.com

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. 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, 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.

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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

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 Insurance:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

| | |
|-----------------------------------|--------------------------------|
| Property Damage | \$ 500,000.00, per occurrence |
| General Liability & Bodily Injury | \$1,000,000.00, per occurrence |
| Annual Aggregate | \$2,000,000.00 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Professional Liability

Professional Liability - \$1,000,000 per occurrence:

If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis. Claims made policies will not be accepted on the CGL or Auto policy. If the Professional Liability policy is a "claims-made" policy, the Contractor shall provide a minimum of three years tail coverage. All insurance requirements shall apply equally to contractor's subcontractors. \

- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit

the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.

- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Contractor agrees to 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.

37.1 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:

Paula Harris, River & Flood Manager
Whatcom County Public Works
322 N. Commercial Street, Suite, 120
Bellingham, WA 98225-0442
(360) 778-6285

37.2 Notice:

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

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

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

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

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

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

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
FERNDALE LEVEE IMPROVEMENT PROJECT
SCOPE OF WORK
Phase 1

PROJECT UNDERSTANDING

Reichhardt & Ebe Engineering Inc., (R&E) shall provide professional services to Whatcom County Flood Control Zone District (County) for design of improvements to the Ferndale Levee and the Treatment Plant Levee. The design work is being phased with the first phase including alternatives analysis, and development of preliminary 30% design, and related documents for the Ferndale Levee Improvement Project. The project is located along the right bank of the Nooksack River and extends approximately 1.2 miles south of downtown Ferndale. The current levee system protects critical infrastructure consisting of City of Ferndale water and wastewater treatment plants as well as the PUD water treatment plant, along with Star and Pioneer Parks, residential structures, and farmland.

The work will include alternatives analysis and preliminary design of an upgraded levee system to improve flood protection. The work will include the evaluation of four alternatives consisting of two roadway realignment alternatives through the park and two Ferndale Road alignment alternatives. The roadway realignment alternatives will be developed in consultation with the City of Ferndale. The Ferndale Road alternatives will consist of a “low” roadway alternative with a floodwall structure and a “high” roadway alternative where the roadway is constructed on top of the levee. An additional alternative maybe be substituted or added based on stakeholder input; if an alternative is added, the contingency task will be used to cover additional analysis cost.

The preferred alternative will then be advanced to the 30% design level, including plans and cost estimates. The project design is funded with Floodplains by Design funds administered through the Washington State Department of Ecology.

The Design Team Consists of the following firms:

- Lead Agency..... Whatcom County Flood Control Zone District
- Prime Consultant..... Reichhardt & Ebe Engineering, Inc. (R&E)
- Hydraulics & Hydrology Northwest Hydraulic Consultants (NHC)
- Geotechnical Engineering..... GeoEngineers
- Structural Engineering..... Vector Engineering, Inc. (VEI)
- Traffic Analysis..... Transpo Group (Transpo)
- Landscape Architect EccosDesign (Eccos)
- Surveying & Mapping Northwest Surveying & GPS, Inc. (NWS)
- Cultural Resources..... Drayton Archaeology (Drayton)

The contract milestone dates are anticipated as follows

- Notice to Proceed – August 2020
- Alternatives Analysis Complete – May 2021
- Preliminary 30% Design Complete – September 2021

WORK ITEMS

1. PROJECT MANAGEMENT AND ADMINISTRATION

1.1. WHATCOM COUNTY GENERAL COORDINATION

R&E shall coordinate the project design with the County as the primary agency stakeholder in the project. General coordination is anticipated via regular telephone and email communications to facilitate the alternatives analysis and preliminary design. For scoping purposes, we have assumed bi-weekly check-in calls with the County from August 2020 through September 2021, approximately 35 occurrences.

1.2. CONTRACT ADMINISTRATION

R&E shall contract and coordinate with the design team and develop and administer contracts with its subconsultants.

1.3. SCHEDULE

R&E shall develop a design schedule using Microsoft Project and present it to the County for review. This work will include the initial development of the project schedule and one update during the preliminary design phase.

1.4. PROGRESS REPORTS & INVOICING

R&E shall prepare monthly progress reports that describe the tasks that were accomplished during a given month, the percentage of the task completed and a forecast of work to be completed over the following month. The monthly progress reports will also identify any other issues or problems that may occur in any given month, as well as proposed dates and times for upcoming coordination meetings. R&E shall submit these monthly progress reports to the County with the monthly invoices. As a part of the Progress Reports and Invoicing, the following task items will be performed.

- Monitor Scope
- Monitor Budget
- Monitor Schedule
- Prepare Monthly Status Reports and Invoices
- Prepare Supporting Documentation for Invoices

1.5. QUALITY CONTROL / QUALITY ASSURANCE

R&E shall implement a quality control/quality assurance program consisting of regular coordination meetings with CONSULTANT and Subconsultant staff, in-house review of design elements and contract documents as well as County review of design elements and contract documents.

Deliverables

- Meeting notes and Minutes
- Design Schedule in pdf format
- Monthly Progress Reports & Invoices

2. ROADWAY ALIGNMENT ALTERNATIVES

The purpose of the roadway alternatives work is to develop and evaluate four roadway alternatives including conceptual plans and cost estimates so that project stakeholders can decide on a preferred alternative which will be advanced to the preliminary design stage.

2.1. STAKEHOLDER OUTREACH

2.1.1. Kick Off Meeting

R&E shall facilitate and conduct a Kick-Off Meeting with the County and the Design Team. The Kick-Off Meeting is expected to occur shortly after the Notice to Proceed and will be held at Whatcom County Facilities, or by video conference if necessary. The meeting will be attended by:

- R&E
- Vector
- GeoEngineers
- Transpo
- NHC
- Eccos
- NWS

Please note that any in person coordination meetings will need to meet current health and safety guidelines from the CDC, the Department of Labor and Industries and Washington State and Whatcom County Health Departments.

2.1.2. Design Criteria Meetings (2)

R&E shall coordinate with the County and participate in two design criteria meetings. Two meetings are assumed, one with the County and the City of Ferndale and the second with the County and the PUD. Both meetings are assumed to occur in Whatcom County, or by video conference if necessary. The Ferndale meeting will be attended by:

- R&E
- NHC
- GeoEngineers
- Vector
- Transpo

The PUD meeting will be attended by:

- R&E
- NHC
- GeoEngineers
- Vector

The purpose of both meetings will be to develop specific design criteria and goals desired by each stakeholder and to coordinate those goals with the overall goals of the project. The design criteria and project goals will be used as the basis of the alternatives analysis and preliminary design.

2.1.3. Public Meetings

R&E shall attend one public meeting at the request of the County. The public meeting will be near the end of or after completion of the alternative analysis, but before beginning the 30% design work. The County will be responsible for notifying property owners, or project stakeholders, planning, holding, and conducting the meeting. The meeting shall be attended by:

- R&E
- NHC
- GeoEngineers
- Vector
- Eccos
- Transpo

Meeting attendees will be available for technical questions relating to the design. R&E shall provide project exhibits for viewing by the public. Project exhibits will be those exhibits that have been developed during the alternative analysis and will be provided digitally or can be printed and mounted on hardboard for public viewing.

If necessary due to COVID19 restrictions, this public meeting may be adapted to a virtual meeting.

2.1.4. Design Coordination Meetings (3)

Three design coordination meetings are anticipated to occur during development of the design alternatives. The meetings will be held to coordinate and refine the design alternatives, resolve outstanding issues, and obtain direction from the County. The meetings will be attended by:

- R&E
- Vector
- GeoEngineers
- Transpo
- NHC
- Eccos

2.1.5. Ferndale City Staff Meeting

This meeting is anticipated to occur during the development of the alternatives to review and obtain feedback from City staff prior to finalizing the alternatives. The meeting is anticipated to occur in Ferndale and will be attended by:

- R&E
- NHC
- GeoEngineers
- Transpo

2.1.6. PUD Staff Meeting

This meeting is anticipated to occur during the development of the alternatives to review and obtain feedback from PUD staff prior to finalizing the alternatives. This meeting may be held in conjunction with the Ferndale City Staff meeting. The meeting is anticipated to occur in Ferndale and will be attended by:

- R&E
- NHC
- GeoEngineers

2.1.7. Ferndale City Council Meeting

This meeting is anticipated to occur after the alternatives have been developed and to present them to City decision makers. The meeting will be attended by the County and R&E. The County will be responsible for preparing a PowerPoint or other form of presentation. R&E shall supply presentation graphics, plan sheets, and other data as described elsewhere in this scope of work.

2.1.8. Project Website

Whatcom County and the City of Ferndale shall be responsible for operating and maintaining project website(s) if they so choose. R&E shall supply presentation graphics, plan sheets, and other data as described elsewhere in this scope of work for use on the website(s). No website specific graphics, exhibits, or web-specific items will be produced by the design team as a part of this scope of work.

2.2. DESIGN SURVEY AND BASE MAP

2.2.1. Design Survey

R&E and NWS shall collect new topographic survey and utilize LiDAR data for use in the roadway alternatives analysis. Work will also include boundary research to define property boundaries and right-of-way lines within the project corridor.

R&E and NWS shall conduct site visits to become familiar with the project site and to coordinate and gather existing topographic information within the project limits. The topographic survey will be tied to existing County monumentation and datum. NWS shall conduct research in accordance with current land surveying practices to gather right-of-way, easement and boundary information required to prepare a working base map representing existing conditions. The work includes the following:

- Research and calculations for preparing the base map.
- Full topographic survey of the existing conditions, including utility locates of the 1.2 mile of Ferndale road from ROW to ROW.
- 50 ft. cross-sections along the entire length of the project from the easterly edge of Ferndale Road to water's edge including OHW as marked by the County.

Work will be performed in accordance with the following tasks.

- Site Visit and Walkthrough
- Topographic Survey and Research
- Prepare Field Crew Instructions
- Receive and Download Field Survey Data

The County will be responsible to provide the following prior to field survey work:

- Mark the ordinary high water (OHW).
- Obtain verbal permission from private property owners.

2.2.2. Utility Locates

R&E shall call the state "dial-before-you-dig" contractor number to clear utility locations prior to the design survey. However, "dial-before-you-dig" does not check utilities outside of the public right-of-way and in some cases does not perform locates for design purposes. R&E will contract with a private locating company for utility locates outside of the public right-of-way and for utilities not located for design purposes.

2.2.3. Base Map

R&E shall create a base map using AutoCAD Civil3D version 2015 or newer and to the R&E's internal company drafting standards and create a three-dimensional electronic surface representing existing field conditions based on topographic survey, LiDAR data and boundary research information.

The County will provide a list of utilities and other agencies having jurisdiction in the project area. R&E will coordinate and obtain as-built/record drawings from the utility companies, and other jurisdictional agencies having jurisdiction in the project area.

R&E will coordinate with the respective utility, the County, and the City of Ferndale to pothole existing utilities as a part of the utility investigation. It is assumed that construction equipment for potholing existing utilities will be provided by the County, City of Ferndale or the respective utility.

Work will be performed in accordance with the following tasks.

- As-Builts
 - Request As-Builts from Franchise Utilities (Puget Sound Energy, Cascade Natural Gas, Verizon/Frontier, Comcast, PUD, etc...).
 - Acquire & Review As-Builts.
- Prepare Preliminary Base Map
- Field Verify Base Map
 - Field Verify Base Map
 - Pothole Existing Facilities

Deliverables

- Digital Base Map

2.3. LANDSCAPE ARCHITECTURE / PRESENTATION GRAPHICS

In the alternative analysis phase, Eccos shall provide landscape architectural services necessary to prepare design documents consisting of drawings, and design documents including presentation graphics for use in design meetings, public, and stakeholder outreach meetings.

2.3.1. Background / Project Setup

Eccos shall create an AutoCAD base file based on the project base map provided by R&E. Background materials will be reviewed along with the design criteria developed during the project. Eccos will review the local jurisdictional development code to ensure design compliance and visit the site to document community inventory and site conditions.

2.3.2. Conceptual Design

Eccos will prepare preliminary sketches and other diagrams for alternative concepts (4 total) for County and design team review. The preliminary concept sketches will be refined based on County and design team review. Presentation graphics consisting of plan view and section will be prepared for the four alternative concepts based on the refined concept sketches. A narrative will be provided for inclusion in the alternative's analysis report.

2.3.3. Cost Estimating

Eccos will prepare preliminary cost estimates of the recreational components for the four alternatives to be incorporated into the overall alternative cost estimate.

2.4. RIGHT-OF-WAY

R&E shall review the right-of-way needs of each of the project alternatives during the roadway alternatives phase. The County will be responsible for providing anticipated acquisition costs, including fee title or easement costs, acquisition and negotiation costs, and appraisal costs. R&E will estimate the cost to cure for impacts to properties.

2.4.1. Coordinate with County

R&E will coordinate with the County for the acquisition tasks described in this scope of work. This task item assumes regular telephone and email communications.

2.4.2. Identify ROW Needs

Based on survey information, horizontal and vertical design roadway alternative geometry, utilities and storm drainage alternatives, R&E shall identify the additional ROW and/or easements needed for each alternative. Additional right-of-way needs will be depicted on the plan sheets develop for each alternative and in the preliminary ROW exhibits described in this section.

2.4.3. Identify Impacted Improvements

R&E will identify existing improvements which will be impacted by the project both on public and private property. Identification of the impacted improvements will be utilized in estimating cost to cure.

2.4.4. Prepare Preliminary ROW Exhibits (4)

R&E shall prepare one ROW exhibit for each of the four roadway alternatives, to be used by the County in estimating the ROW acquisition costs. The Right-of-way exhibit shall include the following information:

- Existing and proposed ROW/Easement
- Area of additional ROW/Easement to be acquired
- Property owner information

2.4.5. Cost to Cure

R&E shall prepare estimates for the cost to cure impacted improvements identified with each of the four roadway alternatives. Cost to cure items will be identified separately in the alternate project cost estimate as identified in this scope of work.

Deliverables

- Preliminary ROW Exhibits (4)
- Estimates for Cost to Cure Items.

2.5. ENVIRONMENTAL PROCESS AND PERMITTING

2.5.1. Permit Coordination

During the alternative analysis phase, R&E shall work with the County to determine the permits required for each alternative. The County will lead the permit effort including correspondence and coordination with all permit agencies except for cultural resources. Cultural resources consultation will be led by R&E as described below. R&E will be responsible to provide estimated quantities of work and conceptual design drawings to support the County's permitting efforts.

Deliverables

- Estimated quantities of work for four alternatives.
- Conceptual design drawings as developed through the course of work.

2.5.2. Cultural Resources

The regulatory environment for the project is through The US Army Corps of Engineers (presumably) and Washington State Historic Preservation Office (SHPO). The intent of the proposed review would be to locate and assess any potential cultural resources that might complicate the project.

The cultural resource review will consist of background review, field investigation, and preparation of a final report. Drayton's budget assumes the work as proposed will require two (2) archaeologists about two days (2) to conduct a review of the levee section under consideration. The scope and budget prepared assume that no cultural resources will be encountered, and the project would proceed without need for further work. If cultural resources are encountered, additional evaluation may be required under the Corps purview.

A comment period will follow the investigation involving the state archaeologists and the concerned Tribal Historic Preservation Officer(s) (THPO).

Below is a list of tasks necessary for completing the proposed work in accordance to regulatory mandates. Drayton's final reporting will meet all required regulatory standards.

Proposed Tasks:

Background Review

Upon receipt of agreement to proceed and signed back-sheet to this proposal, Drayton will:

- Conduct background research using DAHP's WISAARD database and other relevant records, as needed, pertaining to previously conducted investigations and previously recorded sites within/near the project area. Background review will address ethnographic scoping and research into Tribal affiliations (for use in determining Traditional Cultural Property likelihood).
- Generate maps for the review.
- Compose narratives based on review of previously recorded sites to inform survey methods and provide context for consultation and reporting; and,
- Tabulate previously conducted archaeological surveys and recorded sites within a 0.25 to one-mile radius based on background review for consultation and reporting.

Fieldwork Methodology

Depending on the location and situation with soils and apparent surface alterations, professional judgment will inform the location of shovel probes, while a visual reconnaissance will evaluate exposed soils and surfaces for identifiable cultural materials. Drayton will inspect the undeveloped areas of the project area to determine the presence or absence of archaeological materials using the following methods:

- Conduct a pedestrian survey, inspecting the property to identify surface visible traces of cultural/archaeological material.
- Observe exposed soils on ground surface, animal burrows, cut banks, and along the edges of adjacent properties for cultural materials.
- Excavate shovel probes with standard shovel to sterile soils (as accessible). Backfill soils at every test location, as necessary.
- Screen soils through standard ¼" steel mesh mounted on standing rockers.
- Observe (and note) soils, geologic inclusions / biologic intrusions, and any cultural materials, and activities in field journals.
- Record spatial data by hand-drawn mapping and with handheld GPS devices, the locations of shovel probes, cultural resources, utilities, and areas of concern or interest; and,
- Photograph the area, along with any exposed soils as needed and any cultural materials observed during the review.

Reporting

Upon completion of the cultural resource review, Drayton will:

- Draft a report detailing background review, field methodology, fieldwork results, and provide recommendations.
- Provide the draft for review.
- Upon your approval, submit the report disseminating the results for all agencies and concerned parties for official review; and
- Provide a period for comments to inform the final reporting.

Considerations Not Budgeted

Any additionally ordered work is beyond the scope of this proposal. Other considerations:

- The proposal assumes that no archaeological, historic, or cultural items, sites, deposits, or structures will be located nor will formal recording and the submission of mandatory documentation (e.g. archaeological site, historic property, tribal cultural property, and other required forms) be required. Additional costs are incurred when these items require recording to complete compliance regulations and mandates at any level.
- Any additional consultation or work ordered or required by DAHP, the County, or any Tribal Agency is beyond the scope of this proposal; and,
- Encountering any Human Remains, graves, or burial offerings would require consultation, recording, mitigation, and expenses that are not budgeted for here and do present a situation where there are legally mandated actions and treatments pursuant to state law. Any costs to meet legal liabilities can be mitigated, but not wholly avoided. Additional costs associated with encountering human remains are the responsibility of the property owner(s) and permit holder(s).

Deliverables

- Cultural Resources Report

2.6. GEOTECHNICAL

2.6.1. Geotechnical Investigations and Reporting

The scope of the geotechnical engineering services will consist of the following tasks:

1. Review existing information, including in-house reports, other reports and as-built levee documentation by others provided by the County, and appropriate Federal Emergency Management Agency (FEMA) and U.S. Army Corps of Engineers (USACE) documents, as available.
2. Conduct a site visit and reconnaissance prior to subsurface explorations to coordinate exploration locations, site access, and site safety issues with the design team.
3. Coordinate clearance and location of existing underground public utilities in the project area. We will contact the Washington Utilities Coordinating Council "One Call" service prior to beginning explorations
4. Complete up to 4 days of field geotechnical explorations. Explorations will consist of borings with a truck-mounted or track-mounted drill rig.
 - a. Drill five to six borings along Front Avenue/Ferndale Road to a depth of 50 to 60 feet below ground surface using mud-rotary boring techniques to evaluate soils conditions and obtain samples for laboratory testing (approximately 300 feet of drilling assumed). These borings will be backfilled with bentonite-cement grout. Lane closure will be required, and traffic control will be provided for these explorations.
 - b. Drill five to six paired borings, roughly adjacent to the roadway borings but within the levee, with a track-mounted drill rig and hollow-stem auger drilling. These borings will be backfilled with bentonite chips. The borings will be advanced to approximately 15 feet below ground surface.
 - c. Drill one additional boring within the City of Ferndale Pioneer Park / Phillips 66 Sports Complex to a depth of 15 to 20 feet and install a piezometer to monitor groundwater levels.
5. Complete site reconnaissance and shallow surface hand probes or shallow hand shovel/auger exploration along potential roadway alignments located within Pioneer Park / Phillips 66 Sports Complex.
6. Complete laboratory tests on representative samples of the soils including tests for soil density, moisture content, particle size distribution, and Atterberg limits, as appropriate. Complete

secondary laboratory testing including consolidation and tri-axial shear strength testing to develop design settlement and strength parameters, as appropriate.

7. Prepare a data report summarizing the field exploration and laboratory testing, and site surface and subsurface conditions. A site plan, explorations logs and plots of laboratory data will be provided.

2.6.2. Roadway Alternatives Evaluation and Meetings

1. Coordinate with the project team for concept development of feasible levee and roadway alternatives. Provide email descriptions, sketches, project examples and other information as needed to illustrate and develop design concepts.

Assumptions:

- Any permits (right-of-way, shoreline) required to complete explorations will be obtained by the County.
- No restrictions will be placed on work hours. Daytime hours assumed for explorations.

Deliverables:

- Emails, sketches, and design examples.
- Draft and final Geotechnical Data Report.

2.7. HYDRAULICS AND HYDROLOGY

2.7.1. Field Work

Site Inspection

NHC shall attend a field site inspection with Consultant team and County staff. Two NHC staff will attend. NHC will also conduct a riverside levee and bank conditions survey from the roadway, documenting any areas of erosion or instability, compromised habitat value due to existing bank protection, and general site conditions.

Bathymetric survey and lower bank inspection

NHC shall conduct a bathymetric survey of the project reach, extending from I-5 about 2.3 miles downstream to the historic Lummi River connection. Equipment used shall consist of a GPS-RTK linked to a digital fathometer. The survey shall consist of cross sections spaced at approximately one channel width. Within the levee design reach of about 1/3 miles the left bank toe will be surveyed longitudinally, and any areas of deeper scour noted along the left bank or around bridge piers will also be surveyed at a higher resolution.

During the survey, the lower bank will be inspected for any signs of erosion or instability. The banks will be photo documented with GPS tagged photos and field notes collected.

Assumptions

- One field survey day is budgeted. Data density will be adjusted to cover the survey reach within the allotted time.
- Incorporation in the basemap will be done by R&E

Client Responsibilities

- Provide prior levee inspection reports and other information relevant to planning field work prior to survey

Deliverables

- XYZ point file of bathymetric survey
- Geotagged photographs
- Summary memorandum of observed site conditions from roadway and boat-based observations

2.7.2. Existing Conditions Analysis**Existing Conditions Hydrology**

NHC will review existing hydrology for the project reach to define the design discharge values for this project. The work will include reviewing prior studies of the Ferndale gage. Estimates of climate change flows will be pulled directly from or based on existing reports. Results will be presented in a PowerPoint presentation as part of the documentation in Task 2.7.3.

Assumptions

- No project alternatives will be of such scale as to change the hydrologic estimates.

Client Responsibilities

- Provide prior studies not currently possessed by NHC

Deliverables

- n/a

Existing Conditions Hydraulic Model

NHC will develop a HEC-RAS 2D existing conditions hydraulic model of Reach 1 of the Nooksack River. The model will be developed by updating previous models developed for the Lummi Nation. The project base map will be added to the model terrain to ensure the most up to date bathymetric and topographic data is reflected in the model geometry.

NHC will calibrate the model to two flood events. The events selected will be chosen in conjunction with the County. Calibration will focus on matching published USGS stages at the Ferndale gage. If the County provides additional high water mark (HWM) points within the project reach for the selected calibration events those will also be used.

Once the model is calibrated NHC will run the model for three design flows. The flows will include the 2-year and 100-year floods, and a third flow chosen in concert with the County. Model results will be used in determining design levee crest elevations, geomorphic analysis, and scour and erosion protection design.

Model development, calibration and findings will be documented in a PowerPoint presentation that will be presented to the County and other stakeholders; full written documentation will occur in Task 2.7.3.

Assumptions

- No project alternatives will change the hydrologic estimates.
- The Lummi Nation will give permission to use their models as a basis for the update.

Client Responsibilities

- Assist in request to Lummi Nation for permission to use existing models
- Select calibration events and design flood events
- Provide calibration data

Deliverables

- Existing conditions hydraulic model
- Existing conditions hydrology and hydraulic model development, calibration, and results in PowerPoint presentation format

Existing Conditions Geomorphology, Scour and Erosion Risk

NHC will prepare a geomorphic analysis of the project reach. The analysis will rely primarily on updating work completed by NHC for the Lower Nooksack Habitat Assessment project and the FLIP Nooksack River geomorphic report. The prior analyses will be updated with new information, including hydraulic model outputs, and with a focus on those geomorphic processes that directly affect levee stability – in particular vertical and lateral channel stability.

The geomorphic analysis and modeling results will be used to prepare a scour and erosion risk analysis. Estimates of bend, contraction, general and long-term scour for the reach will be prepared. The levee will be mapped into zones of scour and erosion risk based on the analysis. The scour estimates will be provided to GeoEngineers for incorporation into the levee stability assessment.

The geomorphic, scour and risk assessment will be documented in a PowerPoint presentation that will be presented to the County and City of Ferndale and other stakeholders, full written documentation will occur in 2.7.3.

Assumptions

- n/a

Client Responsibilities

- Provide prior levee inspection reports and other information on historic levee performance
- Provide input on expected or potential future left bank armoring, levees, policies, and projects that may affect lateral channel movement.

Deliverables

- Existing conditions, geomorphology scour and risk assessment PowerPoint presentation.

2.7.3. Alternatives Comparison

NHC will conduct technical analyses of the proposed alternatives, focusing on the hydraulic, geomorphic and scour risk performance of each alternative. It is expected that some of the alternatives will not change riverside hydraulic conditions enough to warrant a separate analysis; in these cases, NHC will group similar alternatives together. In this section the term 'alternative' refers to a single or grouped number of alternatives.

NHC will represent each alternative in the hydraulic model by modifying the geometry and roughness coefficients as appropriate. The design flows will be run with the alternative geometry. Changes to water surface elevation, velocity magnitude and direction, and shear stress will be calculated. Changes to 100-year water surface elevation will be noted in the context of potential zero-rise permitting issues.

Hydraulic model results will be used to update quantitative geomorphic, scour and erosion risk analyses. The results will be discussed with the design team, in particular the geotechnical engineer. Based on the analyses, a concept design section will be generated that incorporates scour and

erosion mitigation measures such as rock launch aprons or large woody debris (LWD). A mitigated, fully scoured section will be estimated and given to the geotechnical engineer to update levee stability calculations.

NHC will provide input on erosion protection system costs for the alternatives to R&E.

The results of the alternatives comparison and the existing conditions analyses will be combined into a hydraulics and geomorphology technical report.

Assumptions

- Up to four alternatives will be evaluated.

Client Responsibilities

- Provide guidance on risk tolerance and design options for scour mitigation measures.

Deliverables

- Draft and Final Hydrology, Hydraulics and Geomorphology Alternatives Analysis Report, including documentation of existing conditions analysis.

2.7.4. Communications

NHC will participate in project design team web meetings and informal web meetings with County staff during the course of the Alternatives analysis.

Assumptions

- n/a

Client Responsibilities

- Provide guidance on meeting presentation topics and length

Deliverables

- n/a

2.8. STRUCTURAL DESIGN

Vector Engineering (VEI) is to provide input during the Roadway Alternatives and 30% Design phase if preferred alternative includes a wall. Our basic work will be to provide construction feasibility and cost opinions regarding road alignment and structure in lieu of purchasing right of way for the Levee.

We assume that the Design Coordination meetings for each phase will have 1 meeting in person (though they may need to be adapted to a virtual platform), and the others via teleconference.. Our assumptions are that we will be moving through 30% design and estimation in the fall of 2020. VEI inputs will be required at long intervals until we know exactly how much wall is required. VEI's work includes:

2.8.1. Project Management and Administration

- Coordination between R&E and VEI.
- Staff management and review
- Project Administration

2.8.2. Roadway Alternatives Phase

- Review of Geotech Report with preliminary alignments, and analysis of wall types and depths.
- Material and recent cost analysis for wall types, depths, and relative quantities.
- Drafting of a few wall sections for exhibit and estimating purposes.

2.9. TRAFFIC ANALYSIS

2.9.1. Transpo Group (Transpo) will provide traffic analysis and work zone traffic control services to the Client for the design of the Ferndale Levee Improvement Project. **Roadway Alignment Alternatives Traffic Analysis**

Collect and Review Data

Review and summarize existing traffic volumes data in the vicinity. Due to the current COVID-19 conditions, the ability to collect traffic data may be limited; therefore, the study will be based on previously collected traffic counts in the vicinity. In the absence of recent traffic data, Transpo will coordinate with City of Ferndale and Whatcom County staff on a methodology for estimating existing volumes.

One methodology that may be worthwhile is to leverage third party probe data systems, such as Streetlight Data which can provide historic count estimates, origin-destination information, and other travel data. This data may also support Task 3 as part of the detour analysis.

Transpo will assemble all available study area maps, plans and relevant transportation data from the City of Ferndale and Whatcom County. Transpo will review and summarize traffic volumes, speed, and classification data for Ferndale Road and other relevant roadways. Transpo will assemble historical collision data for the study area and identify trends/issues to be addressed in the design of the new roadway. Information that will be collected and summarized includes:

- Speed data
- Daily traffic volumes
- 3rd party historic probe data (such as Streetlight Data)
- Intersection turning movements for AM and PM peak hour conditions

Travel Forecasting

Transpo will review planned phasing of development and future capital infrastructure projects. Transpo will develop year of opening (2024) and design year (2040) travel forecasts. The forecasts will be developed utilizing the City of Ferndale TransCAD travel demand model. Background growth factors and shifts in traffic due to future connections will be accounted for in the travel forecasts.

Intersection Analysis

Transpo will evaluate overall intersection and roadway levels of service, hours of delay, and vehicle queuing for existing, year of opening, and design year conditions assuming no improvements and proposed improvements.

Final Alignment Alternatives Analysis

Transpo will evaluate up to three roadway design alternatives.

Work Zone Traffic Control Analysis

Transpo will evaluate up to three vehicle detour design alternatives and will leverage Streetlight Data to estimate the impacts of the alternative detour designs.

Deliverables:

- Updated traffic data including daily traffic volumes, peak hour turning movements, speeds, and vehicle classification counts.
- Travel forecasts for 2024 and 2040 horizon years
- Draft and final memorandum summarizing the traffic analysis (PDF electronic copy only)

2.10. CIVIL DESIGN

2.10.1. Roadway Alternative Geometry

This work will consist of the development of four roadway alternatives as described in the project understanding. All civil design items shall be completed in accordance with the latest edition and amendments (as of the date this Agreement is signed) to the following documents:

1. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, (2020)
2. WSDOT Standard Plans for Road, Bridge, and Municipal Construction
3. WSDOT Design Manual
4. WSDOT Highway Runoff Manual
5. AASHTO A Policy on Geometric Design of Highways and Streets (2004)
6. Whatcom County Engineering Design Standards (as applicable)
7. City of Ferndale Engineering Design Standards (as applicable)

Design Criteria

R&E will prepare the design documentation for civil items within this scope of work and based on the design criteria meetings held with project stakeholders. The Design documentation will be included in the roadway alternatives report.

Geometry

R&E shall design the roadway geometry of the four alternatives in accordance with the standards as noted in this section and incorporating the conceptual levee design alternatives. Work shall be performed in accordance with the following tasks.

- Horizontal Alignment
- Vertical Profile
- Cross Sections

Private Property Matches

R&E shall determine matches of the proposed improvement to public and private property and define appropriate property restoration. The private property accesses will be designed in accordance with current County and City standards. Work will be performed in accordance with the following tasks.

- Define Property Matches
- Define Property Restoration

2.10.2. Utilities

Utilities known to be in the project corridor area as follows:

- Water..... City of Ferndale
- Water..... Public Utility District No. 1 of Whatcom County (PUD)
- Sewer..... City of Ferndale
- Storm Drain City of Ferndale
- Petroleum Pipeline Trans Mountain Pipeline

- Power Puget Sound Energy
- Natural Gas..... Cascade Natural Gas
- Telephone / Communications ... Frontier
- Cable / Communications Comcast

R&E shall prepare the design alternatives to avoid known utility conflicts if practical. R&E shall identify utilities that will be affected by each alternative. R&E shall provide exhibits showing the proposed design and surveyed features, which can be used by utilities impacted by the project or for the utility to plan proposed improvements and/or relocations within the project corridor.

If critical utility conflicts are identified in the alternative analysis stage, the critical utilities will be potholed. R&E will provide staff to monitor and document the pothole of the utility. Construction equipment necessary for the pothole excavation, backfill and restoration will be provided by the County or City of Ferndale. Two 8-hour day is assumed for the utility potholes. Work will be performed in accordance with the following tasks.

- Utility Improvements and Relocations
- Franchise Utility Coordination
- Pothole Utilities

2.10.3. Street Lighting

Street lighting is assumed to be provided only within the City of Ferndale for each of the four roadway alternatives. Street lighting is assumed to be provided by PSE Pole services (formerly IntoLight). R&E will coordinate with PSE Pole services to estimate the lighting needs and associated cost for each alternative. PSE Pole services will be responsible to prepare all associated lighting calculations and design drawings.

As no overhead utilities are currently present along Ferndale Road within the Ferndale City limits, it is assumed that street lighting will be provided on standalone street light poles.

2.10.4. Temporary Erosion and Sedimentation Control

R&E shall review the Temporary Erosion and Sedimentation Control (TESC) measures anticipated for each alternative. A TESC plan will not be developed for each alternative during the analysis stage, the review will help estimate alternative costs and identify alternative constraints.

2.10.5. Traffic Control / Construction Sequence Plans

R&E with data from Transpo will review the temporary traffic control requirements anticipated for each alternative. This will include a review of the pedestrian traffic control measures which may be necessary. Temporary traffic control plans will not be developed for each alternative during the analysis stage, the review will help estimate alternative costs and identify alternative constraints.

2.10.6. Storm Drainage

The purpose of this task of work is to identify the stormwater management requirements associated with each alternative and to develop a conceptual level stormwater management strategy for each alternative. It is thought that there is a combination of stormwater outfalls to both the Nooksack River and to Schell Creek. Stormwater management requirements will be evaluated in accordance with the Ecology Stormwater Management Manual for Western Washington, 2014 version.

Background Research

R&E will conduct background research consisting of collecting as-built drainage plans as available from the County and the City of Ferndale. The purpose will be to identify the existing stormwater infrastructure within the project limits and adjacent sites which may be affected by the project. This will include research of conveyance, and stormwater management facilities as well as outfall locations, with interest in outfalls to the Nooksack River.

Basin Delineation

R&E will delineate drainage basins within the project limits and determine the direction of flow and the existing drainage paths. This work will include a determination of Threshold Discharge Areas (TDA's). Basins and TDA's will be mapped for evaluation and future design purposes.

Water Quality and Flow Control

Based on the roadway alternative designs, R&E will determine the water quality and flow control requirements for each of the four alternatives. Based on the stormwater mitigation requirements, geotechnical information, and background research, R&E will develop conceptual stormwater management alternatives for the four alternatives. Work will include the following:

- **Model Stormwater Flow and Volume**

R&E shall model and evaluate stormwater flow rates and volumes for the purposes of designing the storm drain conveyance system, flow control, and water quality treatment.

- **Storm Drain Conveyance System**

R&E shall evaluate alternatives for storm drainage conveyance. The conceptual conveyance system shall be designed to accommodate flows generated by the project only.

- **Stormwater Quality and Flow Control**

R&E shall develop a listing of storm drainage management alternatives incorporating various combinations of collection, conveyance, treatment, and flow control. R&E shall develop a list of potential sites for treatment and flow control and meet with the County and City of Ferndale to review the alternatives and select a preferred alternative.

Deliverables

- Stormwater management alternatives incorporated into the alternative evaluation report.

2.10.7. Plans

R&E shall prepare conceptual level plans for each of the four roadway alternatives. The plans will be prepared in accordance with R&E's internal drafting standards and will include, at the very least, the following:

1. Cover Sheet and Vicinity Map
2. Standard Legend and Symbols
3. Typical Roadway Sections
4. Roadway Plan and Profile
5. Stormwater Concept Plans

Deliverables

- Alternative Conceptual Plans (4 Sets)

2.10.8. Estimates

R&E shall determine quantities and prepare a conceptual level cost estimate for each of the four alternatives to be submitted to the County for review with the Alternatives Report. Work will be performed in accordance with the following tasks.

- Quantity Take-Offs
- Cost Estimate

Deliverables

- Alternative Estimates (4)

2.10.9. Alternatives Report

R&E will prepare an Alternatives report. The report will incorporate the various deliverables of the roadway alternatives either in the body of the report or as an appendix. The report will review the technical aspects of the four alternatives, provide a summary and breakdown of the costs associated with each alternative and provide a recommendation for which alternative should proceed to final design and ultimately to construction based on evaluation criteria developed during the course of the work.

R&E will provide a draft, and final report to the County. One round of comments is anticipated from the County and the City of Ferndale prior to finalizing the report.

Deliverables

- Draft Alternative Report
- Final Alternative Report

3. PRELIMINARY 30% DESIGN

The purpose of the 30% design is to advance the design of the preferred alternative to the 30% design level including preliminary plans and cost estimate.

3.1. STAKEHOLDER OUTREACH

3.1.1. FLIP Steering Committee

This meeting is anticipated to occur after the alternatives have been developed and will be attended by:

- R&E
- NHC
- GeoEngineers

3.1.2. Design Coordination Meetings (3)

Three design coordination meetings are anticipated to occur after selection of the preferred alternative. The meetings will be held to coordinate and refine the design, resolve outstanding issues, and obtain direction from the County. The meetings will be attended by:

- R&E
- GeoEngineers
- Transpo
- NHC
- Eccos

3.2. DESIGN SURVEY AND BASE MAP

3.2.1. Design Survey

Upon completion of the Roadway Alternatives Phase, R&E and NWS shall complete the field topographic survey of the chosen alternative to facilitate the 30% design.

The topographic survey will be tied to existing County monumentation and datum. Work will be performed in accordance with the following tasks.

- Topographic Survey and Research
- Prepare Field Crew Instructions
- Receive and Download Field Survey Data

3.2.2. Utility Locates

If the chosen roadway alternative falls outside of the area previously marked for utility locates R&E or NWS shall call the state "dial-before-you-dig" contractor number to clear utility locations prior to the design survey. However, "dial-before-you-dig" do not check utilities outside of the public right-of-way and in some cases does not perform locates for design purposes. R&E will contract with a private locating company for utility locates outside of the public right-of-way and for utilities not located for design purposes.

3.2.3. Base Map

R&E shall update the base map with the additional topographic survey create a three-dimensional electronic surface representing existing field conditions based on the original survey data and supplemental field survey data gathered by NWS.

Work will be performed in accordance with the following tasks.

- Prepare Design Base Map
- Field Verify Base Map

Deliverables

- Digital Base Map

3.3. LANDSCAPE ARCHITECTURE / PRESENTATION GRAPHICS

The scope of work presented for landscape architecture is based on an assumed level of effort as the preferred alternative is not known at this time. This scope will be reviewed at the conclusion no of the alternatives analysis phase and the County notified if adjustments are necessary.

3.3.1. Background / Project Setup

Eccos will update AutoCAD drawings based on the updated base map and other design disciplines. Final design criteria will be reviewed for incorporation into the preliminary design.

3.3.2. Design

Eccos will prepare preliminary sketches and other diagrams for the preferred alternative for County and design team review. Eccos will prepare design plan sheets for the preferred alternative which are assumed to consist of the following:

- Preliminary Key Sheet
- Preliminary Site Layout (4 sheets)
- Preliminary Site Details (2 sheets)
- Preliminary Site Amenities (1 sheet)
- Preliminary Landscape Plan (4 sheets)

3.3.3. Cost Estimating

Eccos will prepare preliminary cost estimates of the recreational components for the preferred alternative to be incorporated into the overall alternative cost estimate.

3.4. RIGHT-OF-WAY

Upon completion of the roadway alternatives phase and selection of a preferred alternative, R&E shall develop a ROW plan for the preferred alternative and including the remainder of the levee to the south. This ROW plan shall be used by the County in pursuing acquisition of the property rights necessary to support the construction and ongoing maintenance of the project.

3.4.1. Coordinate with the County

R&E will coordinate with the County for the acquisition tasks described in this scope of work. This task item assumes regular telephone and email communications.

3.4.2. Identify ROW Needs

During the 30% design, R&E will update the ROW needs based on survey information, horizontal and vertical design roadway geometry, utilities, and storm drainage alternatives.

3.4.3. Identify Impacted Improvements

During the 30% design, R&E will update existing improvements which will be impacted by the project both on public and private property. Identification of the impacted improvements will be utilized in estimating cost to cure.

3.4.4. Prepare ROW Plan

R&E shall prepare a ROW plan for the County review and approval, for ROW and easements to be acquired in association with the preferred alternative. The ROW plan will be prepared in accordance with WSDOT guidance and will identify the property boundary and ROW and easement (2) to be acquired for each property. Acquisitions will be identified using station and offset from the project alignment. Work will be performed in accordance with the following tasks.

- Prepare ROW Plan
- Respond to County Comments

3.4.5. Cost to Cure

R&E shall prepare and estimate for the cost to cure impacted improvements identified with the preferred roadway alternative. Cost to cure items will be identified separately in the project cost estimate as identified in this scope of work.

Deliverables

- Right-of-Way Plan (pdf and AutoCAD).
- Estimates for Cost to Cure Items.

3.5. ENVIRONMENTAL PROCESS AND PERMITTING

3.5.1. Permit Coordination

During the 30% design phase, R&E shall work with the County to provide supporting information necessary for permit applications and approvals. Support provided by the consultant team will include estimated quantities of work and design drawings. The County will lead the permit effort including correspondence and coordination with all permit agencies, preparing applications, and submitting applications.

3.5.2. Permit Agency Meetings

R&E will be available to attend up to three (3) permit meetings with the respective permitting agency if requested by the County. R&E can provide permitting support through the meetings by providing technical information related to the project design.

Deliverables

- Estimated quantities of work for the preferred alternative.
- Design drawings as developed through the course of work.

3.6. GEOTECHNICAL

3.6.1. 30% Analysis and Design Recommendations

1. Complete preliminary stability analyses for up to four typical levee cross sections and soil profiles under each of the following conditions: end of construction, steady state seepage during full flood stage, sudden drawdown, and seismic conditions. The geometry of the stability analysis will be based in part on survey data provided by R&E and hydraulics information.
2. Complete stability analysis and develop preliminary recommendations and design parameters for alternate roadway sections including preliminary retaining wall options such as gravity structures, mechanically stabilized earth, and/or sheet pile options, as needed. Provide typical sections as needed.
3. Develop preliminary recommendations for levee construction including site preparation, levee fill materials, compaction requirements, embankment slopes and geosynthetic reinforcement for steeper slopes, if necessary.
4. Develop preliminary recommendations for drainage blankets or other suitable measures to control seepage, if necessary, based on our studies.
5. Develop preliminary recommendation for roadway pavement and base section.
6. Develop preliminary recommendations for stormwater management including feasibility-level evaluation of stormwater infiltration.
7. Provide recommendations for additional explorations and analysis necessary to complete 60% (or final) design.
8. Prepare a preliminary geotechnical engineering report summarizing the results of our analyses and providing our conclusions and recommendations for the 30% design alternative. Included will be the information in the Geotechnical Data Report, and any other data information developed during the 30% design.

Assumptions:

- Scope does not include a detailed finite element analysis of earthquake induced liquefaction or displacement and is not expected to be necessary at this time.
- Scope does not include levee certification at the 30% design level.

Deliverables:

- Draft and final Preliminary Geotechnical Design Report

3.7. HYDRAULICS AND HYDROLOGY

3.7.1. Hydraulic Modeling

NHC shall update the model to reflect the 30% design and run the design flows. Changes to model results since the alternatives phase and compared to existing conditions will be noted. Any rises in the 100-year flood water surface elevation will be noted. Adjustments to levee freeboard elevations will be noted; these are expected to be minor at this stage.

3.7.2. Erosion and Scour Protection Design

NHC will provide design services for the river erosion protection design. The design will be focused on the riverside on the proposed levee and will address surficial erosion stresses and toe erosion due to bend, contraction and general scour. The design will meet the previously agreed-to design criteria. Where the levee is immediately adjacent to the river, it is assumed that a composite design comprising a rock toe and lower levee facing, vegetated upper slopes, and LWD for mitigation will be required. Where there will be a riparian buffer between the levee and river the design will be adjusted to reflect this, with consideration given to the geomorphic analysis and lateral channel migration likelihood.

NHC will work cooperatively with the County in considering design options for rock, wood, and vegetation. County will provide input on preferred designs and permitting implications of the various options.

NHC will provide the design as section views in CAD with notes showing which segments of the proposed levee a given design section applies. NHC will provide Basis of Design report for the work describing the design criteria, design methods, and engineering calculations. NHC will provide cost estimates for the erosion and scour protection system design, including rock armoring and LWD structures, but excluding earthmoving costs.

Assumptions

- The basis of design report will be provided as a stand-alone technical memorandum

Client Responsibilities

- Provide input on riverbank side levee design options.

Deliverables

- Internal use CAD annotated section views with notes indicating segments of levee to be applied to.
- Basis of Design technical memorandum.

3.8. STRUCTURAL DESIGN

As the level of structural design (if any) is not currently known, VEI has assumed a level of effort for this task and assumes that at least a few sections of wall and some structure tie-ins (such as to the PUD intake building) will be necessary. The County will be notified, and a contract supplement may be necessary if the assumed level of effort differs from the effort required to complete the 30% design. Work will include the following:

- Design Coordination Meeting
- 30% Design, Details and Analysis
- 30% Construction Estimate

3.9. CIVIL DESIGN

3.9.1. Roadway Geometry

Design Criteria

R&E will prepare the design documentation for civil items within this scope of work based on the chosen alternative and Ferndale Road south of the Ferndale City limits. Design documentation will be updated as required as the 30% design progresses.

Geometry

R&E shall design the roadway and levee geometry for the project in accordance with the standards as noted in this scope of work. Work shall be performed in accordance with the following tasks.

- Horizontal Alignment
- Vertical Profile
- Cross Sections

Private Property Matches

R&E shall determine matches of the proposed improvements to public and private property and define appropriate property restoration. The private property accesses will be designed in accordance with current County and City standards. Work will be performed in accordance with the following tasks.

- Define Property Matches
- Define Property Restoration

3.9.2. Channelization & Signing

The channelization plan will be developed based on the roadway geometry of the chosen alternative. The limits of the channelization plan shall be the complete project limits of Ferndale Road Channelization is anticipated to generally consist of single lane two way roadway within the County and may include urban channelization such as bike lanes, crosswalks and right/left turn lanes.

Channelization Plan

R&E shall prepare channelization plans to be reviewed and approved by the County and City of Ferndale and incorporated into the 30% plans. The channelization plans will be prepared based on the chosen alternative as noted above. Work will be performed in accordance with the following tasks:

- Check Design Vehicles
- Prepare Channelization Plan
- County & City of Ferndale Review and Approval

Sign Plans

R&E shall prepare a sign plan to be incorporated into the project plans. The sign plan will identify all proposed or relocated signs except for those signs which are mounted on traffic signal mast arms.

Deliverables

- County & City of Ferndale Approved Channelization Plan
- Sign Plan

3.9.3. Utilities

R&E shall prepare the design alternatives to avoid known utility conflicts if practical. No new utility design except for storm drainage are anticipated within the project limits. R&E shall identify utilities that will be affected by each alternative. R&E shall provide exhibits showing the proposed design and surveyed features, which can be used by utilities impacted by the project or for the utility to plan proposed improvements and/or relocations within the project corridor.

If critical utility conflicts are identified in the 30% design, the critical utilities will be potholed. R&E will provide staff to monitor and document the pothole of the utility. Construction equipment necessary for the pothole excavation, backfill and restoration will be provided by the County or City of Ferndale. One 8-hour day is assumed for the utility potholes. Work will be performed in accordance with the following tasks.

- Utility Improvements and Relocations
- Franchise Utility Coordination
- Pothole Utilities

3.9.4. Street Lighting

Street lighting is assumed to be provide only within the City of Ferndale. Street lighting and design is assumed to be provided by PSE Pole Services (formerly IntoLight). PSE Pole Services will be responsible to prepare all associated lighting calculations and design drawings.

R&E shall coordinate with PSE Pole Services and provide roadway design information necessary for PSE to prepare the design of the street lighting system. It is anticipated that the street lighting will consist of new standalone light poles.

It is anticipated that the PSE provided design will be incorporated into the 30% plan set as appropriate for contractor installed conduit, hand-holes, and street light tubes. It is anticipated that PSE Pole Services will install the light fixtures and poles as well as pull conductors and make all electrical connections at the time of construction.

3.9.5. Temporary Erosion and Sedimentation Control Plan

R&E shall develop the preliminary Temporary Erosion and Sedimentation Control Plan in conjunction with the project team. The Plan will be prepared using standard BMP's utilized throughout the project site. The plan will account for surface runoff during construction and jobsite access points. The plan will identify the locations of BMP's to be incorporated within the project.

3.9.6. Traffic Control / Construction Sequence Plans

R&E in cooperation with Transpo will develop traffic control and construction sequence plans for the proposed work. The primary goal will be to develop plans which result in the least impact to the travel in public as is reasonable. This may include a phased construction approach.

3.9.7. Storm Drainage Design

Storm drainage design will be prepared for the chosen alternative only. The background research, basin delineation and conceptual water quality and flow control concepts will be used as the basis for the 30% design. Stormwater management requirements will be evaluated in accordance with the Ecology Stormwater Management Manual for Western Washington, 2014 version or the WSDOT Highway Runoff Manual as acceptable by the applicable County or City of Ferndale code.

Water Quality and Flow Control

R&E will determine the water quality and flow control requirements for the project. Based on the stormwater mitigation requirements, geotechnical information, and background research, R&E will develop preliminary stormwater management design for the project. Work will include the following:

- **Model Stormwater Flow and Volume**
R&E shall model and evaluate stormwater flow rates and volumes for the purposes of designing the storm drain conveyance system, flow control, and water quality treatment.
- **Storm Drain Conveyance System**

R&E shall evaluate alternatives for storm drainage conveyance. The conceptual conveyance system shall be designed to accommodate flows generated by the project only. This will include an evaluation of the existing drainage course and capacity of the existing system. It is assumed that the stormwater conveyance system will be contained within the project limits. A drainage study to evaluate overall basin characteristics, storm drain flow rates or volumes outside of the project limits will not be performed.

- **Stormwater Quality and Flow Control**

R&E shall develop the stormwater quality and flow control design which may incorporate various combinations of collection, conveyance, treatment, and flow control.

Stormwater Report

R&E shall prepare a preliminary stormwater report for review County. The report shall include a discussion of conveyance and will address water quality and flow control as required by the Stormwater Management Manual for Western Washington. The stormwater report will be finalized during later stages of design.

Deliverables

- Preliminary stormwater design incorporated into the project plans.
- Preliminary Stormwater Report.

3.9.8. Plans

R&E shall prepare the 30% plans for the project. 30% plans will include, at the very least, the following:

1. Cover Sheet and Vicinity Map
2. Standard Legend and Symbols
3. Channelization and Signing Layout
4. Typical Roadway Sections
5. Roadway Plan and Profile
6. Stormwater Design Plans
7. TESC Plans
8. Traffic Control Plans

The plans will be prepared and submitted to the County for review and comment. R&E will address the County comments and update the 30% plans. One round of comments is anticipated.

Deliverables

- 30% design plans in PDF format.

3.9.9. Estimates

R&E shall determine quantities and prepare a preliminary cost estimate at the 30% design level to be submitted to the County for review with the plan submittal. Work will be performed in accordance with the following tasks.

- Quantity Take-Offs
- Cost Estimate

Deliverables

- 30% Cost Estimate

3.9.10. Basis of Design Report

R&E will prepare a Basis of Design Report for the preliminary design. The report will incorporate the various deliverables of the project design either in the body of the report or as an appendix. The report will review the technical aspects of the design, provide a summary and breakdown of the costs, and reference the preliminary project plans.

R&E will provide a draft, and final report to the County. One round of comments is anticipated from the County prior to finalizing the report.

Deliverables

- Draft Alternative Report
- Final Alternative Report

4. CONTINGENCY TASK

This scope of work includes a contingency task to be utilized at the sole discretion of the County. This task shall only be utilized upon written authorization from the County. The written authorization shall include specific direction of the work to be performed. A budget amount has been included in the project fee estimate only to set the dollar amount which may be utilized for this Contingency Task. Inclusion of the budget amount in no way implies that any or all the Contingency Task will be utilized.

5. REIMBURSABLES

Exhibit B provides budget amounts for reimbursables such as shipping, reproductions, office supplies and non-professional services directly related to the completion of the work and which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursables.

SUPPLEMENT FOR ADDITIONAL CONSULTING SERVICES

If mutually agreed upon by the County and R&E, this contract may be supplemented to include work not specifically addressed in sections I and II above. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

Ferndale Levee Improvement Project Phase 1
DO NOT FILL IN GRAY CELLS

EXHIBIT "B"
(COMPENSATION)

| Task | | | | Hour and Cost Totals by Firm and Total | | | | | | | | | | | | | |
|--------|----------|-----------|---|--|------------------|-----------------|------------------|-----------------|------------------|-----------------|------------------|-----------------|------------------|--------------------|------------------|-----------------|------------------|
| Task | Sub Task | Sub3 Task | TASK NAME | REICHARDT & BE | | ECOS DESIGN | | DAYTON ARCH | | GEOTECHNICALS | | NIC | | VICTOR ENGINEERING | | TRANSPO GROUP | |
| | | | | Total Task Cost | Total Task Hours | Total Task Cost | Total Task Hours | Total Task Cost | Total Task Hours | Total Task Cost | Total Task Hours | Total Task Cost | Total Task Hours | Total Task Cost | Total Task Hours | Total Task Cost | Total Task Hours |
| 1 | 1.1 | | Project Management and Administration | 7,969.28 | 64 | 7,969.28 | 64 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1.2 | | Whitson County General Coordination | 4,110.84 | 8 | 4,110.84 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1.3 | | Project Management / Contract Administration | 933.90 | 6 | 933.90 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1.4 | | Schedule | 2,750.64 | 20 | 2,750.64 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 1.5 | | Progress Reports and Invoicing | 3,113.00 | 20 | 3,113.00 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2 | | | Quality Control / Quality Assurance | | | | | | | | | | | | | | |
| | | | Roadway Alignment Alternatives | | | | | | | | | | | | | | |
| | | | Roadway Alternatives | | | | | | | | | | | | | | |
| | | | Click-Off Meeting | 6,487.27 | 8 | 6,487.27 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Design Criteria Meetings (2) | 7,934.10 | 12 | 7,934.10 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Public Hearing | 7,133.55 | 14 | 7,133.55 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Design Coordination Meetings (3) | 22,107.91 | 18 | 22,107.91 | 18 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Ferndale City Staff Meeting | 3,946.97 | 6 | 3,946.97 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | B-1/J Staff Meeting | 2,476.97 | 6 | 2,476.97 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Ferndale City Council Meeting | 2,723.36 | 5 | 2,723.36 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Project Website | 510.82 | 4 | 510.82 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Design Survey and Base Map | 23,943.73 | 5 | 23,943.73 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Design Survey | 435.82 | 4 | 435.82 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Utility Issues | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.3 | | | Base Map | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | As-Built | 977.77 | 9 | 977.77 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Prepare Preliminary Base Map | 3,895.68 | 14 | 3,895.68 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Field Verify Base Map | 884.38 | 8 | 884.38 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Landscape Architecture / Presentation Graphics | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Background / Project Setup | 2,904.45 | 4 | 2,904.45 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Conceptual Design | 9,654.79 | 10 | 9,654.79 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Cost Estimating | 3,689.38 | 6 | 3,689.38 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Right-Of-Way | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Coordinate with County | 498.08 | 4 | 498.08 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.4 | | | Identify ROW Needs | 541.95 | 5 | 541.95 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Identify Impediments | 1,083.90 | 10 | 1,083.90 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Prepare Preliminary ROW Tables (4) | 1,083.90 | 10 | 1,083.90 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Cost to Cure | 884.38 | 8 | 884.38 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Environmental Process and Permitting | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.5 | | | Permit Coordination | 809.38 | 6 | 809.38 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Cultural Resources | 4,560.66 | 8 | 4,560.66 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Geotechnical | 17,022.08 | 4 | 17,022.08 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Roadway Alternatives Evaluation and Meetings | 5,959.84 | 5 | 5,959.84 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Hydraulics and Hydrology | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.7 | | | Field Work | 7,910.88 | 6 | 7,910.88 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Existing Conditions Analysis | 34,253.91 | 9 | 34,253.91 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Alternatives Comparison | 31,816.81 | 11 | 31,816.81 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Communication | 1,307.85 | 1 | 1,307.85 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Structural Design | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.8 | | | Project Management and Administration | 2,744.38 | 8 | 2,744.38 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Roadway Alternatives Phase | 12,844.38 | 8 | 12,844.38 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Traffic Analysis | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Project Coordination | 7,599.86 | 6 | 7,599.86 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Roadway Alignment Alternatives Traffic Analysis | 16,461.86 | 14 | 16,461.86 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.10 | | | Civil Design | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Roadway Alternatives Geometry | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Design Criteria | 653.73 | 5 | 653.73 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Geometry | 6,192.10 | 58 | 6,192.10 | 58 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Private Property Matches | 1,856.50 | 18 | 1,856.50 | 18 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.10.2 | | | Utilities | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Utility Improvements and Relocations | 684.86 | 6 | 684.86 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Franchises Utility Coordination | 1,369.72 | 12 | 1,369.72 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Pothole Utilities | 1,257.94 | 12 | 1,257.94 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Street Lighting | 728.73 | 7 | 728.73 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.10.3 | | | Temporary Erosion and Sedimentation Control | 884.38 | 8 | 884.38 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Traffic Control / Construction Sequence Plans | 884.38 | 8 | 884.38 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Storm Drainage | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Background Research | 684.86 | 6 | 684.86 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Brainstorming | 1,681.02 | 14 | 1,681.02 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.10.7 | | | Water Quality and Flow Control | 5,130.80 | 44 | 5,130.80 | 44 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Plans | 2,167.80 | 20 | 2,167.80 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Estimate | 3,914.03 | 28 | 3,914.03 | 28 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Quantity Take-Offs | 1,369.72 | 12 | 1,369.72 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | Cost Estimate | 4,857.00 | 37 | 4,857.00 | 37 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.10.9 | | | Alternatives Report | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

DO NOT FILL IN GRAY CELLS

| Task | Sub Task | Sub3 Task | TASK NAME | Hour and Cost Totals by Firm and Total | | | | | | | | | |
|------|----------|-----------|--|--|---------------|--------------|---------------|------------|--------------------|---------------|-----------------|------------|--------------|
| | | | | RECHARDT & EBE | ECOD DESIGN | DIATYON ARCH | GEORGIN ENTER | NIC | VECTOR ENGINEERING | TRAXXSO GROUP | WBE ENGINEERING | | |
| | | | | Task Hours | Task Cost | Task Hours | Task Cost | Task Hours | Task Cost | Task Hours | Task Cost | Task Hours | Task Cost |
| 3 | | | Preliminary 30% Design | | | | | | | | | | |
| | 3.1 | 3.1.1 | Final 30% Design | 10.25 | \$ 1,205.05 | 6 | \$ 828.38 | 2 | \$ 460.00 | 0 | \$ - | 0 | \$ - |
| | | 3.1.2 | Design Coordination Meetings (1) | 138.75 | \$ 21,957.99 | 18 | \$ 2,428.14 | 16 | \$ 3,237.60 | 54 | \$ 9,180.00 | 0 | \$ - |
| | 3.2 | 3.2.1 | Design Survey and Base Map | 28 | \$ 3,459.04 | 2 | \$ 249.04 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.2.2 | Utility Locates | 2 | \$ 249.04 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.2.3 | Base Map | 11 | \$ 1,340.51 | 11 | \$ 1,340.51 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | 3.3 | 3.3.1 | Landscape Architecture / Presentation Graphics | 16 | \$ 1,935.41 | 2 | \$ 255.41 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.3.2 | Background / Project Setup | 160 | \$ 19,297.80 | 16 | \$ 2,017.80 | 144 | \$ 17,280.00 | 0 | \$ - | 0 | \$ - |
| | | 3.3.3 | Conceptual Design | 14 | \$ 1,644.86 | 6 | \$ 684.86 | 8 | \$ 960.00 | 0 | \$ - | 0 | \$ - |
| | 3.4 | 3.4.1 | Right-Of-Way | 4 | \$ 498.08 | 4 | \$ 498.08 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.4.2 | Coordinate with the County | 6 | \$ 697.60 | 6 | \$ 697.60 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.4.3 | Identify ROW Needs | 10 | \$ 1,083.90 | 10 | \$ 1,083.90 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.4.4 | Identify impacted improvements | 24 | \$ 2,592.32 | 24 | \$ 2,592.32 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.4.5 | Prepare ROW Plan | 8 | \$ 884.38 | 8 | \$ 884.38 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | 3.5 | 3.5.1 | Cost to Cure | 10 | \$ 1,195.68 | 10 | \$ 1,195.68 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.5.2 | Environmental Process and Permitting | 14 | \$ 1,693.76 | 14 | \$ 1,693.76 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | 3.6 | 3.6.1 | Permit Agency Meetings | 122 | \$ 17,081.54 | 14 | \$ 1,855.54 | 108 | \$ 15,226.00 | 0 | \$ - | 0 | \$ - |
| | | 3.6.2 | 30% Analysis and Design Recommendations | 42 | \$ 6,222.56 | 2 | \$ 249.04 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.6.3 | Hydraulics and Hydrology | 152 | \$ 20,969.28 | 18 | \$ 2,092.80 | 134 | \$ 18,876.48 | 0 | \$ - | 0 | \$ - |
| | 3.7 | 3.7.1 | Hydraulics Modeling | 102 | \$ 12,332.76 | 16 | \$ 1,768.76 | 0 | \$ - | 88 | \$ 10,564.00 | 0 | \$ - |
| | | 3.7.2 | Hydraulics and Storm Protection Design | 4 | \$ 498.08 | 4 | \$ 498.08 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.7.3 | Structural Design | 30 | \$ 3,351.70 | 30 | \$ 3,351.70 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.7.4 | Channelization and Signing | 18 | \$ 1,856.50 | 18 | \$ 1,856.50 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.7.5 | Channelization Plan | 14 | \$ 1,470.20 | 14 | \$ 1,470.20 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.7.6 | Sign Plan | 10 | \$ 1,071.16 | 10 | \$ 1,071.16 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | 3.8 | 3.8.1 | Urban | 6 | \$ 684.86 | 6 | \$ 684.86 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.8.2 | Utility Improvements and Relocations | 12 | \$ 1,369.72 | 12 | \$ 1,369.72 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.8.3 | Franchise Utility Coordination | 12 | \$ 1,369.72 | 12 | \$ 1,369.72 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.8.4 | Franchise Relocations | 7 | \$ 728.73 | 7 | \$ 728.73 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.8.5 | Street Lighting | 8 | \$ 884.38 | 8 | \$ 884.38 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.8.6 | Temporary Erosion and Sedimentation Control | 8 | \$ 884.38 | 8 | \$ 884.38 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.8.7 | Erosion Control / Construction Sequence Plans | 44 | \$ 5,130.80 | 44 | \$ 5,130.80 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.8.8 | Storm Water Quality and Flow Control | 24 | \$ 2,739.44 | 24 | \$ 2,739.44 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.8.9 | Stormwater Report | 10 | \$ 1,083.90 | 10 | \$ 1,083.90 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.8.10 | Estimate | 14 | \$ 1,637.46 | 14 | \$ 1,637.46 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.8.11 | Quantity Take-Offs | 6 | \$ 684.86 | 6 | \$ 684.86 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | | 3.8.12 | Cost Estimate | 24 | \$ 2,801.72 | 24 | \$ 2,801.72 | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | 3.9 | 3.9.1 | Base of Design Report | 3379.75 | \$ 442,163.28 | 1109 | \$ 130,234.09 | 335 | \$ 39,600.00 | 781 | \$ 110,114.18 | 265 | \$ 37,592.00 |
| | | 3.9.2 | Base of Design Report | 3379.75 | \$ 442,163.28 | 1109 | \$ 130,234.09 | 335 | \$ 39,600.00 | 781 | \$ 110,114.18 | 265 | \$ 37,592.00 |
| | | 3.9.3 | Contingency Task | | \$ 50,000.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.4 | Private Locating Service | | \$ 4,000.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.5 | Printing and Reproduction | | \$ 500.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.6 | Site Reconnaissance / Utility Locate | | \$ 100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.7 | Field Exploration | | \$ 250.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.8 | Subcontracted Driller - Mud Rotary (3 days) | | \$ 17,472.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.9 | Subcontracted Traffic Control (3 days) | | \$ 2,808.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.10 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 4,784.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.11 | Consolidation / Trial and Error | | \$ 2,600.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.12 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,437.50 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.13 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 350.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.14 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.15 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.16 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.17 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.18 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.19 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.20 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.21 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.22 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.23 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.24 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.25 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.26 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.27 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.28 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.29 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.30 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.31 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.32 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.33 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.34 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.35 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.36 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.37 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.38 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.39 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.40 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.41 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.42 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.43 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.44 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.45 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.46 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.47 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.48 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.49 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.50 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.51 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.52 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.53 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.54 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.55 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.56 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.57 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.58 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.59 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.60 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.61 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.62 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.63 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.64 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.65 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.66 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.67 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.68 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.69 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.70 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.71 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.72 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.73 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.74 | Subcontracted Driller - Hollow Stem Auger / Pile (1 day) | | \$ 1,100.00 | | \$ - | | \$ - | | \$ - | | \$ - |
| | | 3.9.75 | Subcontracted Driller - Hollow Stem | | | | | | | | | | |

2020 Non-Federal Billing Rates

3/16/2020

| Classification | Bill Rate |
|----------------------|-------------|
| Engineer | 2020 |
| E-I | 75.00 |
| E-II | 83.49 |
| E-III | 93.39 |
| E-IV | 104.71 |
| E-V | 117.45 |
| E-VI | 134.43 |
| E-VII | 155.65 |
| Technical/CAD | |
| T-I | 49.53 |
| T-II | 58.02 |
| T-III | 66.51 |
| T-IV | 75.70 |
| T-V | 86.32 |
| T-VI | 99.76 |
| T-VII | 118.15 |
| Clerical | |
| C-I | 42.45 |
| C-II | 48.11 |
| C-III | 55.19 |
| C-IV | 65.09 |
| C-V | 77.83 |

Notes:

As consideration for the services provided pursuant to Exhibit A, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided above. These rates may be adjusted with the County's approval annually. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed as described here:

- Mileage will be reimbursed at IRS rate
- Lodging and per diem reimbursement will be at a rate not to exceed the GSA rate for location services are provided
- Reimbursement for air travel will be at coach rates
- Other expenditures such as outside printing and postage shall be reimbursed at actual cost
- In house computer usage and domestic and long distance telephone charges shall be at no cost.

Contractor will invoice monthly. Invoices will include hours worked by employee by task, during the billing period. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the contract amount.

Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the Contractor's expense

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/14/2020

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 Guide Insurance Services, Inc. P.O. Box 473 Lynden WA 98264 | CONTACT NAME: Leanne Holmes PHONE (A/C, No, Ext): (360) 354-2200 E-MAIL ADDRESS: leanneh@guideinsuranceservices.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: The Ohio Casualty Insurance Co INSURER B: Lloyds INSURER C: Ohio Security Insurance Compan INSURER D: INSURER E: INSURER F: |
| INSURED Reichhardt & Ebe Engineering Po Box 978 Lynden WA 98264 | NAIC # 24074 24082 |

COVERAGES

CERTIFICATE NUMBER: Cert ID 2545

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 WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|----------------------------|-------------------------|---|
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | BKS55331932 | 01/04/2020 01/04/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | BAS55331932 | 01/04/2020 01/04/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | USO55331932 | 01/04/2020 01/04/2021 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | BKS55331932 WA STOP GAP | 01/04/2020 01/04/2021 | PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Professional Liability | | | FBI-AEP-11498 | 01/01/2020 01/01/2021 | Per Claim \$ 1,000,000 Aggregate \$ 2,000,000 |

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

Project: Roadway Levee Design

Additional Insured per attached forms CG8810 0413 & AC8501 0618, Primary non-contributory and waiver of subrogation as they may apply.

CERTIFICATE HOLDER

Whatcom County
Public Works Department
322 N. Commercial St., Suite 2

Bellingham WA 98225

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

SUBJECT

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SECTION I - COVERED AUTOS is amended as follows:

1. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. **Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS**:

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II - LIABILITY COVERAGE is amended as follows:

2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. - Who Is An Insured is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Coverage Extensions, Transportation Expenses of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 12.B.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph C. Limit Of Insurance of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insureds" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph **a.** is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

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

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

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

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-297

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|------------|
| File ID: | AB2020-297 | Version: | 1 | Status: | Introduced |
| File Created: | 07/09/2020 | 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: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 15, in the amount of \$716,503

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #15 requests funding from the General Fund:

1. To appropriate \$492,687 in Sheriff to fund Operation Stonegarden FY 18 and FY 19 programs from grant proceeds.
2. To appropriate \$12,500 in Sheriff to fund participation in the Organized Crime Drug Enforcement Task Force from DEA and USDOJ contracts.
3. To appropriate \$28,800 in Sheriff to fund marine patrols in support of Aquatic Invasive Species Boat Inspection Program from City of Bellingham contract.
4. To appropriate \$9,000 in Sheriff to fund recreational boating safety patrols and mobile radio purchase from Phillips 66 donations.
5. To appropriate \$49,169 in Non Departmental to fund What-Comm E911 Operations 2020-21 program from grant proceeds.
6. To appropriate \$124,347 in Health to fund adding 2 FTEs for new staff and extra help for COVID-19 Response from grant proceeds.

HISTORY OF LEGISLATIVE FILE

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

07/21/2020 Council

INTRODUCED

Council Finance and
Administrative Services
Committee

Attachments: Proposed Ordinance, Summary, Supplemental Budget Requests

**ORDINANCE NO.
AMENDMENT NO. 15 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 | | | |
| Sheriff's Department | 542,987 | (542,987) | - |
| Non Departmental | 49,169 | (49,169) | - |
| Health | 124,347 | (124,347) | - |
| Total General Fund | 716,503 | (716,503) | - |
| Total Supplemental | 716,503 | (716,503) | - |

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

- Add 1 FTE Special Projects Manager in Health
- Add 1 FTE Program Specialist in Health

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: _____

| | | | | |
|---|---|---|-------------------------------------|--|
| WHATCOM COUNTY | | | | |
| Summary of the 2020 Supplemental Budget Ordinance No. 15 | | | | |
| Department/Fund | Description | Increased (Decreased) Expenditure | (Increased) Decreased Revenue | Net Effect to Fund Balance (Increase) Decrease |
| General Fund | | | | |
| Sheriff's Department | To fund Operation Stonegarden FY18 program from grant proceeds. | 91,962 | (91,962) | - |
| Sheriff's Department | To fund Operation Stonegarden FY19 program from grant proceeds. | 400,725 | (400,725) | - |
| Sheriff's Department | To fund Sheriff's office participation in the Organized Crime Drug Enforcement Task Force from DEA contract. | 2,500 | (2,500) | - |
| Sheriff's Department | To fund Sheriff's office participation in the Organized Crime Drug Enforcement Task Force from USDOJ contract. | 10,000 | (10,000) | - |
| Sheriff's Department | To fund marine patrols in support of Aquatic Invasive Species Boat Inspection Program from City of Bellingham contract. | 28,800 | (28,800) | - |
| Sheriff's Department | To fund recreational boating safety patrols and mobile radio purchase from Phillips 66 donations. | 9,000 | (9,000) | - |
| Non Departmental | To fund What-Comm E911 Operations 2020-21 program from grant proceeds. | 49,169 | (49,169) | - |
| Health | To fund new staffing for COVID-19 Response from grant proceeds. | 124,347 | (124,347) | - |
| Total General Fund | | 716,503 | (716,503) | - |
| Total Supplemental | | 716,503 | (716,503) | - |

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3042

Fund 1

Cost Center 1003519003

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 - Operation Stonegarden FY18

X

Department Head Signature (Required on Hard Copy Submission)

Date

07/06/20

| Costs: | Object | Object Description | Amount Requested |
|--------|----------------------|-------------------------|------------------|
| | 4333.8705 | St Homeland Sec Grt Prg | (\$91,962) |
| | 6140 | Overtime | \$70,083 |
| | 6210 | Retirement | \$3,735 |
| | 6230 | Social Security | \$5,361 |
| | 6259 | Worker's Comp-Interfund | \$1,797 |
| | 6269 | Unemployment-Interfund | \$92 |
| | 6410 | Fuel | \$1,000 |
| | 6790 | Travel-Other | \$9,894 |
| | Request Total | | \$0 |

1a. Description of request:

Supplemental Budget #2727 was approved in 2019 for the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) FY18 Operation Stonegarden (OPSG) Grant Program award (W.C. Contract# 201904015). The total award was \$410,000 with 150,094 allocated to the Sheriff's Office and \$259,906 allocated for other law enforcement agencies (sub-recipients).

The Sheriff's Office used \$69,787.95 of this grant in 2019. Funds remaining total \$340,212.05 with \$91,961.79 for the Sheriff's Office and \$248,250.26 for sub-recipients. This supplemental budget is for the Sheriff's Office remaining allocation. The remaining allocation for sub-recipients has been included in the 2020 budget through approved continuing appropriations.

State and Local law enforcement agencies are not empowered to enforce immigration laws under the OPSG program.

1b. Primary customers:

Area law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

2. Problem to be solved:

Budget authority is needed to use OPSG FY18 funds in 2020.

3a. Options / Advantages:

These funds were allocated specifically for Operation Stonegarden patrols; they may not be used for any other purpose.

3b. Cost savings:

4a. Outcomes:

Enhanced patrols will be conducted per contract specifications and timelines, and Daily Activity Reports will be submitted.

Monday, July 06, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3042

Fund 1

Cost Center 1003519003

Originator: Dawn Pierce

4b. Measures:

The Whatcom County Sheriff's Office and U.S. Border Patrol Blaine Sector will monitor projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:

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

6. Funding Source:

Indirect federal grant from Washington State Military Department. Funds originate from U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) FY2018 OPSG Grant Program, CFDA No. 97.067.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3075

Fund 1

Cost Center 1003519005

Originator: Dawn Pierce

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: 2020 - Operation Stonegarden FY19

X

Department Head Signature (Required on Hard Copy Submission)

Date

07/06/20

| Costs: | Object | Object Description | Amount Requested |
|--------|----------------------|--------------------------|------------------|
| | 4333.8705 | St Homeland Sec Grt Prg | (\$400,725) |
| | 6110 | Regular Salaries & Wages | \$11,663 |
| | 6140 | Overtime | \$111,240 |
| | 6210 | Retirement | \$6,939 |
| | 6230 | Social Security | \$9,402 |
| | 6259 | Worker's Comp-Interfund | \$3,093 |
| | 6269 | Unemployment-Interfund | \$159 |
| | 6410 | Fuel | \$10,800 |
| | 6790 | Travel-Other | \$10,481 |
| | 7220 | Intergov Subsidies | \$236,948 |
| | Request Total | | \$0 |

1a. Description of request:

The U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) awarded \$400,725 to Whatcom County for FY19 Operation Stonegarden (OPSG) Grant Program to enhance cooperation and coordination among local, tribal, state, and federal law enforcement agencies in a joint mission to secure the borders of the United States. The Sheriff's Office and other law enforcement agencies in the area will use OPSG funding to provide enhanced patrols to increase law enforcement presence in maritime and land border areas of Whatcom County targeting illicit activity, specifically cross-border human trafficking, smuggling, weapons, currency, and narcotics.

The total grant award is \$400,725 with \$163,777 allocated to Whatcom County Sheriff's Office and \$236,948 to sub-recipients. The Sheriff's Office will use its allocation for grant administration, operational overtime, fuel, and mileage costs.

State and local law enforcement agencies are not empowered to enhance immigration laws under the OPSG program.

1b. Primary customers:

Area law enforcement agencies and citizens of Whatcom County through increased capability of law enforcement to secure the international border.

2. Problem to be solved:

Budget authority is needed to use OPSG FY19 funds in 2020.

3a. Options / Advantages:

OPSG funds are awarded specifically for projects that improve border security. They cannot be used for any other purpose.

Friday, June 26, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3075

Fund 1

Cost Center 1003519005

Originator: Dawn Pierce

3b. Cost savings:

Cost savings of \$163,777 for Whatcom County sheriff's Office and \$236,948 to other law enforcement agencies (sub-recipients).

4a. Outcomes:

Enhanced patrols will be conducted per contract specifications and timelines. Daily Activity Reports will be completed and sent to the Homeland Security.

4b. Measures:

The Whatcom County Sheriff's Office and U.S. Border Patrol Blaine Sector will monitor projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:

Whatcom County agencies participating in FY19 OPSG are: U.S. Border Patrol Blaine Sector, Whatcom County Sheriff's Office, Washington Department of Fish & Wildlife, and the Blaine, Everson, Ferndale, Lynden, and Sumas Police Departments.

Although receiving no OPSG funding, U.S. Border Patrol will provide coordination among participating agencies. Participating agencies receiving OPSG funding will provide enhanced law enforcement presence to reduce criminal activity in border areas.

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

Each participating agency will assign an individual to coordinate the project within their jurisdiction.

6. Funding Source:

Indirect federal grant from Washington State Military Department. Funds originate from U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) FY2019 OPSG Grant Program, CFDA No. 97.067.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3076

Fund 1

Cost Center 1003520004

Originator: Donna Duling

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: OCDETF DEA RL-19-0005

X

Department Head Signature (Required on Hard Copy Submission)

07/06/20
Date

| Costs: | Object | Object Description | Amount Requested |
|--------|---------------|------------------------|------------------|
| | 4342.1013 | Reimb Drug Enforcement | (\$2,500) |
| | 6140 | Overtime | \$2,500 |
| | Request Total | | \$0 |

1a. Description of request:

The U.S. Department of Justice Drug Enforcement Administration (DEA) authorized funding for the Whatcom County Sheriff's Office to participate in the Organized Crime Drug Enforcement Task Forces (OCDETF) and assist with the investigation and prosecution of major drug trafficking organizations. DEA will reimburse the Sheriff's Office for overtime of deputies engaged in these investigations.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

Budget authority is needed to use these funds for overtime of deputies to participate in the investigations.

3a. Options / Advantages:

Funds were authorized specifically for overtime on OCDETF investigations; they may not be used for any other purpose.

3b. Cost savings:

Cost savings of \$2,500.

4a. Outcomes:

Deputies assigned to assist in OCDETF investigations may perform a variety of duties: interviewing witnesses, conducting surveillance, performing undercover assignments, handling informant transportation and/or prisoner transportation, preparing and executing search and arrest warrants, serving subpoenas, assisting with trial preparation, and testifying at trials.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

The U.S. Department of Justice Drug Enforcement Administration will provide \$2,500 from State and Local Overtime (SLOT) Funds.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3078

Fund 1

Cost Center 1003520005

Originator: Donna Duling

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: OCDETF 245C-SE-3217517

X

Department Head Signature (Required on Hard Copy Submission)

Date

| Costs: | Object | Object Description | Amount Requested |
|--------|---------------|------------------------|------------------|
| | 4342.1013 | Reimb Drug Enforcement | (\$10,000) |
| | 6140 | Overtime | \$10,000 |
| | Request Total | | \$0 |

1a. Description of request:

The U.S. Department of Justice (USDOJ) authorized funding for the Whatcom County Sheriffs Office to participate in the Organized Crime Drug Enforcement Task Forces (OCDETF) and assist with the investigation and prosecution of major drug trafficking organizations. The USDOJ will reimburse the Sheriff's Office for overtime of deputies engaged in these investigations.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

Budget authority is needed to use these funds for overtime of deputies to participate in the investigations.

3a. Options / Advantages:

Funds were authorized specifically for overtime on OCDETF investigations; they may not be used for any other purpose.

3b. Cost savings:

Cost savings of \$10,000

4a. Outcomes:

Deputies assigned to assist in OCDETF investigations may perform a variety of duties: interviewing witnesses, conducting surveillance, performing undercover assignments, handling informant transportation and/or prisoner transportation, preparing and executing search and arrest warrants, serving subpoenas, assisting with trial preparation, and testifying at trials.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

The U.S. Department of Justice will provide \$10,000 from State and Local Overtime (SLOT) Funds.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3080

Fund 1

Cost Center 2960

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 AIS Boat Inspection Program

X

Department Head Signature (Required on Hard Copy Submission)

Date

07/06/20

| Costs: | Object | Object Description | Amount Requested |
|--------|----------------------|-------------------------|------------------|
| | 4342.1006 | Miscellaneous-Sheriff | (\$28,800) |
| | 6140 | Overtime | \$21,600 |
| | 6210 | Retirement | \$1,151 |
| | 6230 | Social Security | \$1,652 |
| | 6259 | Worker's Comp-Interfund | \$530 |
| | 6269 | Unemployment-Interfund | \$27 |
| | 6410 | Fuel | \$3,840 |
| | Request Total | | \$0 |

1a. Description of request:

The Sheriff's Office will provide marine patrols in support of the Aquatic Invasive Species (AIS) Boat Inspection Program in 2020 with funds provided by the City of Bellingham.

1b. Primary customers:

Whatcom County citizens

2. Problem to be solved:

Aquatic Invasive Species (AIS) are capable of impacting water quality, recreational use, public and private water supply systems, and the aquatic ecology of Lake Whatcom and Lake Samish.

The City of Bellingham (City) and Whatcom County (County) through regulatory action have established in respective codes (Bellingham Municipal Code 12.12.280 and Whatcom County Code Chapter 2.27A) the joint AIS Boat Inspection Program for the purpose of protecting Lake Whatcom and Lake Samish from invasive species impacts.

The City and County agree that the AIS program will benefit from additional education and enforcement of regulatory requirements and an Interlocal Agreement between Whatcom County and the City of Bellingham for Actions to Support the Aquatic Invasive Species Program has been prepared.

3a. Options / Advantages:

The Whatcom County Sheriff's Office is currently the only local law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65. The Sheriff's Office has the jurisdictional authority and capability of conducting on-the-water patrols and providing education and enforcement of city and county codes.

3b. Cost savings:

Cost savings of \$28,800 for Sheriff's Office to conduct marine patrols.

4a. Outcomes:

The Sheriff's Office will conduct marine patrols during the recreational boating season and will encourage greater compliance with the AIS program through education and enforcement of regulatory requirements.

Monday, July 06, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3080

Fund 1

Cost Center 2960

Originator: Dawn Pierce

4b. Measures:

Marine deputies will maintain a Boater Contact Log and will log all contacts initiated for the purpose of AIS compliance. The Boater Contact Log will be submitted weekly to the City Project Manager or designated staff.

At the end of the season, a debriefing session will be conducted by individuals from the City and County to discuss the effectiveness of the program.

5a. Other Departments/Agencies:

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

Scott Huso, Lieutenant, Whatcom County Sheriff's Office, is responsible for administration of this project for Whatcom County and manages the Sheriff's Office Marine Program.

Clare Fogelson, Natural Resources Policy Manager, Public Works Department, is responsible for administration of this project for the City of Bellingham.

6. Funding Source:

The City of Bellingham will provide \$28,800.

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3081

Fund 1

Cost Center 2960

Originator: Dawn Pierce

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 2020 Boating Safety Program OT Patrols and Radio

X

Department Head Signature (Required on Hard Copy Submission)

Date

07/06/20

| Costs: | Object | Object Description | Amount Requested |
|--------|----------------------|-------------------------|------------------|
| | 4367.1000 | Donations | (\$9,000) |
| | 6140 | Overtime | \$4,014 |
| | 6210 | Retirement | \$214 |
| | 6230 | Social Security | \$307 |
| | 6259 | Worker's Comp-Interfund | \$99 |
| | 6269 | Unemployment-Interfund | \$5 |
| | 6410 | Fuel | \$500 |
| | 6510 | Tools & Equip | \$3,861 |
| | Request Total | | \$0 |

1a. Description of request:

The Sheriff's Office will conduct recreational boating safety patrols and purchase mobile radio with funds donated from Phillips 66.

1b. Primary customers:

Whatcom County citizens

2. Problem to be solved:

The Sheriff's Office is currently the only local law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65. The state approved boating safety program requires that certified officers patrol the waterways during peak recreational boating periods. The Sheriff's Office schedules water patrols during the recreational boating season on overtime so as not to adversely impact the regular patrol schedule.

3a. Options / Advantages:

3b. Cost savings:

Cost savings of \$9,000.

4a. Outcomes:

Marine patrols will be conducted per state approved Boating Safety Program requirements.

4b. Measures:

The Sheriff's Office will provide on the water patrols and enforcement of boating laws and regulations.

5a. Other Departments/Agencies:

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

6. Funding Source:

Monday, July 06, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3081

Fund 1

Cost Center 2960

Originator: Dawn Pierce

Donation of \$9,000 from Phillips 66 to Whatcom County Sheriff's Office (through the Whatcom County Sheriff's Office Support Foundation).

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 3083

Fund 1

Cost Center 4292

Originator: Suzanne Mildner

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: What-Comm E911 Operations 2020-21

X

Satpal Sidhu

7/6/2020

Department Head Signature (Required on Hard Copy Submission)

Date

| Costs: | Object | Object Description | Amount Requested |
|--------|----------------------|--------------------------|------------------|
| | 4334.0182 | State Enhanced 911 Funds | (\$49,169) |
| | 7220 | Intergov Subsidies | \$49,169 |
| | Request Total | | \$0 |

1a. Description of request:

This request is for an annual state-funded pass-through grant from the Washington State Military Department to reimburse the What-Comm Communications Center for eligible operating expenditures under WAC 118-66-050 (eligible professional development and operational expenses)

1b. Primary customers:

City of Bellingham, What-Comm Communications Center

2. Problem to be solved:

What-Comm is able to access this State Military Department grant funding by way of pass-through from the local county government. A subrecipient agreement will be signed with City of Bellingham.

3a. Options / Advantages:

The intergovernmental grant agreement is a vehicle for accessing this fund source. The acceptance of these grant funds ultimately reduces the cost to the community for 911 services.

3b. Cost savings:

N/A

4a. Outcomes:

911 service cost reductions for our community due to state subsidies

4b. Measures:

N/A

5a. Other Departments/Agencies:

City of Bellingham, What-Comm Communications

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

Greg Erickson, E911 Deputy Director of Operations

6. Funding Source:

Washington State Military Department

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3082

Fund 1

Cost Center 660410

Originator: Kathleen Roy

Expenditure Type: Ongoing

Year 2 2020

Add'l FTE ☒

Add'l Space ☐

Priority 1

Name of Request: COVID-19 Response - New Staffing

X

Kathleen Roy for Erika Lutenbach

7/2/20

Department Head Signature (Required on Hard Copy Submission)

Date

| Costs: | Object | Object Description | Amount Requested |
|--------|----------------------|--------------------------|------------------|
| | 4332.9210 | COVID-19 Assistance | (\$124,347) |
| | 6110 | Regular Salaries & Wages | \$71,670 |
| | 6120 | Extra Help | \$18,300 |
| | 6210 | Retirement | \$9,217 |
| | 6230 | Social Security | \$6,883 |
| | 6245 | Medical Insurance | \$15,866 |
| | 6255 | Other H&W Benefits | \$1,519 |
| | 6259 | Worker's Comp-Interfund | \$775 |
| | 6269 | Unemployment-Interfund | \$117 |
| | Request Total | | \$0 |

1a. Description of request:

There is new dedicated funding from the State for COVID-19 to augment CARES Act monies which end October 31, 2020. The WA State Department of Health has awarded the Health Department an ELC (Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases) CARES Act Grant through February 2022 to build local capacity for case investigations and contact tracing. This funding will support the County's COVID-19 response well into the next biennium without drawing down the General Fund. The Health Department is now shifting from a reactive, emergency response approach to a more stable staffing model. We request two new fully grant-funded FTEs for key roles, a COVID-19 Special Projects Manager and a Program Specialist/Epidemiologist along with added extra help capacity to continue the work to effectively slow the spread of the disease as much as possible.

1b. Primary customers:

Whatcom County Residents who are directly or indirectly impacted by the Covid-19 pandemic crisis.

2. Problem to be solved:

The COVID-19 pandemic has resulted in a health, economic and social crisis. Reopening our local economy and protecting the health of our residents depends upon our ability to mitigate the spread of the highly contagious and potentially life-threatening COVID-19 virus.

3a. Options / Advantages:

The ability to implement aggressive contact tracing, surveillance and testing will be fundamental to protecting vulnerable populations as Whatcom County takes steps to reopen and residents begin returning to their daily lives.

3b. Cost savings:

Utilizing new COVID-19 funds will lessen the demand upon County General Funds to staff for mitigating the spread of the COVID-19 pandemic and improve the Health Department's ability to assist the community in reopening as quickly and safely as possible.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3082

Fund 1

Cost Center 660410

Originator: Kathleen Roy

4a. Outcomes:

Increased staffing for the COVID-19 response will result in an enhanced ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement appropriate containment measures. In addition, the COVID-19 virus will be effectively monitored in high-risk settings, resulting in increased protection for vulnerable and high-risk populations.

4b. Measures:

90% of persons who test positive for Covid-19 will be contacted within 24 hours. 80% of persons in contact with someone who tested positive for Covid-19 will be identified and contacted within 48 hours. 80% of persons in isolation and quarantine will be contacted daily. Outbreaks will be minimized and managed effectively in partnership with employers.

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:

Whatcom County CARES Act Grant and WA State Department of Health ELC Cares Act Grant



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-301

| | | | | | |
|----------------------|---|----------------------|--------------------------|----------------|--------------|
| File ID: | AB2020-301 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/14/2020 | Entered by: | DPierce@co.whatcom.wa.us | | |
| Department: | Sheriff's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Association of Sheriffs and Police Chiefs for the Registered Sex Offender Address Verification Program, in the amount of \$139,263.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached

HISTORY OF LEGISLATIVE FILE

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

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 Sidhu, County Executive

FROM: Bill Elfo, Sheriff *Bill Elfo*

DATE: July 13, 2020

RE: Registered Sex Offender Address and Residency Verification Program
July 1, 2020 – June 30, 2021

Enclosed for your review and signature are two (2) original agreements between Whatcom County and Washington Association of Sheriffs and Police Chiefs for Registered Sex Offender Verification Program funding.

- **Background and Purpose**
Interagency agreement provides state funding for personnel to staff the registration program which tracks the addresses and residencies of all registered sex offenders and kidnapping offenders in Whatcom County in accordance with RCW 9A.44.130.
- **Funding Amount and Source**
State funding of \$139,263.00 is from Washington Association of Sheriffs and Police Chiefs.
- **Differences from Previous Contract**
An increase in funding of \$2,648.10 from previous year.

Please contact Undersheriff Doug Chadwick at extension 6618 if you have any questions.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

| | |
|---|--|
| Originating Department: | 35 Sheriff's Office |
| Division/Program: (i.e. Dept. Division and Program) | 3540 Bureau of Support Services/ 354078 Sex Offender Registration |
| Contract or Grant Administrator: | Doug Chadwick, Undersheriff |
| Contractor's / Agency Name: | Washington Association of Sheriffs and Police Chiefs |
| 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 checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>RSO 2020-21 Whatcom</u> CFDA#: <u>N/A</u> | |
| Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): _____ | |
| Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: <u>2978</u> | |
| Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>139,263.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>139,263.00</u> | Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 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: _____ | |
| State funding is allocated to local law enforcement to verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130. | |
| Term of Contract: 07/01/2020 Expiration Date: 06/30/2021 | |

| | | |
|-------------------|---|-----------------------|
| Contract Routing: | 1. Prepared by: <u>D. Pierce</u> | Date: <u>07/13/20</u> |
| | 2. Attorney signoff: <u>APPROVED VIA EMAIL BW/dmp</u> | Date: <u>7-14-20</u> |
| | 3. AS Finance reviewed: _____ | Date: _____ |
| | 4. IT reviewed (if IT related): _____ | Date: _____ |
| | 5. Contractor signed: _____ | Date: _____ |
| | 6. Submitted to Exec.: _____ | Date: _____ |
| | 7. Council approved (if necessary): _____ | Date: _____ |
| | 8. Executive signed: _____ | Date: _____ |
| | 9. Original to Council: _____ | Date: _____ |

**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
INTERAGENCY AGREEMENT—SPECIFIC TERMS AND CONDITIONS**

Registered Sex Offender Address Verification Program

This AGREEMENT is entered into by and between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** (hereinafter referred to as WASPC) and the **WHATCOM COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the RECIPIENT).

Award Recipient Name and Address:

Whatcom County Sheriff's Office
311 Grand Avenue
Bellingham, WA 98225

Agency Contact: Bill Elfo

Title: Sheriff

Project Title

Registered Sex Offender Address Verification

Funding Cycle

July 1, 2020-June 30, 2021

Agreement No:

RSO 2020-21 Whatcom

Funding Authority:

WA Association of Sheriffs and Police Chiefs

Grant Award:

\$139,263.00

Service Area:

Whatcom County

FUNDING SOURCE

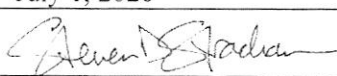
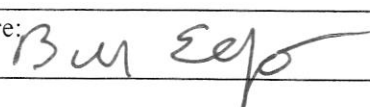
Funding for this AGREEMENT is provided to WASPC through the Criminal Justice Training Commission from the State of Washington. Funding awarded the RECIPIENT shall not exceed the amount shown on the award letter.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the following requirements:

- Face-to-face verifications of all registered offenders based on the schedule outlined in the award letter and RCWs 36.28A.230 and 9A.44.135. Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Quarterly report will be submitted electronically by October 10, 2020, January 10, 2021, April 10, 2021, and July 10, 2021. Funds will be disbursed in equal allotments each quarter. Quarterly grant reports must be received by WASPC prior to quarterly grant payments being issued to your agency.
- In-person attendance at least one OffenderWatch User Group and SONAR Committee Meeting. Meeting dates are July 14, 2020, October 13, 2020, January 12, 2021 and April 13, 2021. Agencies that do not participate in at least one OffenderWatch User Group and SONAR Committee meeting in person will be penalized 10% of the final quarter's grant payment.
- Up to date and accurate record entries into OffenderWatch. Any agency not using OffenderWatch to track verifications will not receive that quarter's grant payment.

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

| For WASPC | For RECIPIENT |
|--|---|
| Name: Steven D. Strachan | Name: Bill Elfo |
| Title: Executive Director | Title: Sheriff |
| Agency: WA Assn. of Sheriffs & Police Chiefs | Agency: Whatcom County Sheriff's Office |
| Date: July 1, 2020 | Date: |
| Signature:  | Signature:  |

WHATCOM COUNTY:

Approved as to form:

APPROVED VIA EMAIL BW/dmp
Prosecuting Attorney

07-14-20
Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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 _____.



Washington Association of

SHERIFFS & POLICE CHIEFS

3060 Willamette Drive NE
Lacey, WA 98516
360-486-2380 (Phone)
360-486-2381 (Fax)
www.waspc.org

President

Chief Craig Meidl
City of Spokane

President-Elect

Sheriff Rick Scott
Grays Harbor County

Vice President

Chief Steve Crown
City of Wenatchee

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Sheriff John Snaza
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Treasurer

Chief Brett Vance
City of Montesano

Executive Board

Chief John Batiste
Washington State Patrol

Chief at Large
VACANT

Raymond P. Duda, SAC
FBI—Seattle

Chief Gary Jenkins
City of Pullman

Sheriff Mitzi Johanknecht
King County

Sheriff Tom Jones
Grant County

Chief Darrell Lowe
City of Redmond

Sheriff James Raymond
Franklin County

Director David Trujillo
Washington State
Gambling Commission

Steven D. Strachan
Executive Director

July 1, 2020

Sheriff Bill Elfo
Whatcom County Sheriff's Office
311 Grand Avenue
Bellingham, WA 98225

Dear Sheriff Bill Elfo:

Subject: Registered Sex Offender Address Verification Grant Program.

The Washington State Legislature allocated \$9.9 million dollars over the 2019-2021 biennium for the Registered Sex Offender Address Verification Grant Program. This year, local agencies will receive \$4.81 million dollars to conduct face-to-face address verifications for registered sex and kidnapping offenders as directed by RCW 9A.44.130. In 2010, this grant program was established with the intent that all sex offenders and kidnapping offenders would be verified at their registered address by the Sheriff's Office. This face-to-face address verification is important to maintain accuracy of the Sex Offender Registry and to enforce the sex offender registration laws of Washington State. It is important that this money continue to be used for its intended purpose.

I am pleased to inform you that the **Whatcom County Sheriff's Office** will receive **\$139,263.00** for the Registered Sex Offender Address Verification Program. The grant cycle will follow the state fiscal year, starting July 1, 2020 and ending June 30, 2021. Quarterly grant reports are due on October 10, 2020, January 10, 2021, April 10, 2021, and July 10, 2021. Quarterly grant reports are to be completed electronically and will be emailed to RSO Coordinators. Reports must be received by WASPC prior to quarterly grant payments being issued to your agency.

Address verification funds are designed to support all aspects of Registered Sex Offender Address Verification. Most importantly, funds are required to be used for face-to-face verification of a sex offender's address at the place of residency.

- For Level I Offenders—Face-to-Face Address Verification will occur once every twelve months.
- For Level II Offenders—Face-to-Face Address Verification will occur once every six months.
- For Level III Offenders—Face-to-Face Address Verification will occur once every three months.
- For the purposes of this grant, unclassified offenders and kidnapping offenders are considered level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.

Serving the Law Enforcement Community and the Citizens of Washington

Funding from this program will be used to send at least one staff person to at least one WASPC OffenderWatch User Group and SONAR Committee Meeting. Meeting dates are July 14, 2020, October 13, 2020, January 12, 2021 and April 13, 2021.

Address verification data must be entered into the statewide sex offender database, OffenderWatch. WASPC will conduct audits of the OffenderWatch records to confirm verification entries and completeness of records.

Registration, community notification and verification of offenders must follow the applicable state statutes (RCWs 4.24.550, 9A.44.130, 9A.44.135, 36.28A.230, etc.). Any delegation to cities should have signed Memorandums of Understanding (MOUs) clearly defining agreed upon responsibilities.

Please note the following terms will be adhered to for the 2020-2021 Registered Sex Offender Address Verification Program:

- Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Any agency not using OffenderWatch to track verifications will not receive that quarter's grant payment.
- Agencies that do not participate in at least one OffenderWatch User Group and SONAR Committee meeting in person will be penalized 10% of the final quarter's grant payment.
- Quarterly grant reports must be received by WASPC prior to quarterly grant payments being issued to your agency.

Please review the attached interagency agreement and return to the WASPC Office ASAP. If you have any questions please contact Terrina Peterson at (360) 486-2386 or tpeterson@waspc.org.

Sincerely,



Steven D. Strachan
Executive Director



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-313

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|--------------|
| File ID: | AB2020-313 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/21/2020 | Entered by: | JThomson@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Washington State Department of Health to provide funding for the delivery of various public health programs and services in the amount of \$408,842 for a total amended contract amount of \$4,928,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Contract Amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Washington State Department of Health,
Consolidated Contract 2018 – 2020 Amendment #16

DATE: July 21, 2020

Enclosed is one (1) original of amendment #16 to the Consolidated Contract between the Washington State Department of Health and Whatcom County for your review and signature.

▪ **Background and Purpose**

The Consolidated Contract provides funding for the delivery of various public health services in Whatcom County.

▪ **Funding Amount and Source**

This revenue contract is funded by state and federal sources and will be included in our current budget. The total contract award after the adjustments incorporated by this amendment is \$4,928,000. Council approval is required as the new ELC COVID-19 Program will require additional personnel.

▪ **Differences from Previous Contract**

This amendment includes modifications to statements of work and funding to the programs listed below, as follows:

| | |
|--|-----------------------|
| ELC COVID-19 (new Program to build and strengthen epidemiology, laboratory, and health information systems capacity) | \$354,072 |
| Infectious Disease Prevention Services (IDPS) | \$34,535 increase |
| Marijuana Prevention & Education Program | SOW modification only |
| Office of Immunization & Child Profile – Perinatal Hepatitis B | \$500 increase |
| OICP-Promotion of Immunizations to Improve Vaccination Rates | \$6,735 increase |
| Recreational Shellfish Activities | \$13,000 increase |

The contract history is:

| | | | | | |
|------------------|-------------|----------------|-----------|----------------|-----------|
| Original amount: | \$1,294,039 | Amendment #6: | \$72,335 | Amendment #12: | \$22,200 |
| Amendment #1: | \$90,800 | Amendment #7: | \$21,616 | Amendment #13: | \$5,350 |
| Amendment #2: | \$35,082 | Amendment #8: | \$5,000 | Amendment #14: | \$550,000 |
| Amendment #3: | \$622,785 | Amendment #9: | \$913,716 | Amendment #15: | (\$4,360) |
| Amendment #4: | \$298,502 | Amendment #10: | \$546,912 | Amendment #16: | \$408,842 |
| Amendment #5: | \$44,381 | Amendment #11: | 800 | | |

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

Encl.



| | | | |
|--|--|---|--|
| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. <u>201801023 – 16</u> | |
| Originating Department: | | 85 Health | |
| Division/Program: (i.e. Dept. Division and Program) | | 8510 All Divisions | |
| Contract or Grant Administrator: | | Kathleen Roy | |
| Contractor's / Agency Name: | | Washington State Department of Health | |
| 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"/> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | |
| If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | | 201801023 | |
| Does contract require Council Approval? | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | |
| If No, include WCC: | | (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? | | If yes, grantor agency contract number(s): | |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | CLH18267 | |
| Is this contract grant funded? | | CFDA#: | |
| Yes <input type="checkbox"/> | No <input type="checkbox"/> | Various | |
| If yes, Whatcom County grant contract number(s): | | | |
| Is this contract the result of a RFP or Bid process? | | Contract Cost | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Center: | |
| If yes, RFP and Bid number(s): | | Various | |
| Is this agreement excluded from E-Verify? | | No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> | |
| If no, include Attachment D Contractor Declaration form. | | | |
| If YES, indicate exclusion(s) below: | | | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | | |
| <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | | | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | | |
| <input type="checkbox"/> Work related subcontract less than \$25,000. | | | |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | | |
| <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | | | |
| Contract Amount:(sum of original contract amount and any prior amendments): | | 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: | |
| \$ 4,519,158 | | 1. Exercising an option contained in a contract previously approved by the council. | |
| This Amendment Amount: | | 2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. | |
| \$ 408,842 | | 3. Bid or award is for supplies or equipment included approved in the budget. | |
| Total Amended Amount: | | 4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. | |
| \$ 4,928,000 | | | |
| Summary of Scope: This revenue contract from the Washington State Department of Health is used to fund the delivery of various public health services in Whatcom County. | | | |
| Term of Contract: | | 3 years | |
| Expiration Date: | | 12/31/2020 | |
| Contract Routing: | | | |
| 1. Prepared by: | | JT | |
| Date: | | 07/20/2020 | |
| 2. Attorney signoff: | | RB | |
| Date: | | 07/20/2020 | |
| 3. AS Finance reviewed: | | M Caldwell | |
| Date: | | 07/21/2020 | |
| 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: | | | |

SATPAL SIDHU
County Executive

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

My Commission expires:_____

07/20/2020
Date

**WHATCOM COUNTY HEALTH DEPARTMENT
2018 – 2020 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH18267

AMENDMENT NUMBER: 16

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and WHATCOM COUNTY HEALTH DEPARTMENT hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:

- ☒ Adds Statements of Work for the following programs:
 - ELC COVID-19 - Effective June 1, 2020
 - Infectious Disease Prevention Section (IDPS) - Effective July 1, 2020
 - Office of Immunization & Child Profile-Perinatal Hepatitis B - Effective July 1, 2020
 - OICP-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2020
- ☒ Amends Statements of Work for the following programs:
 - Marijuana Prevention & Education Program - Effective July 1, 2019
 - Recreational Shellfish Activities - Effective July 1, 2019
- ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-16 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-15 Allocations as follows:

- ☒ Increase of \$408,842 for a revised maximum consideration of \$4,928,000.
- ☐ Decrease of _____ for a revised maximum consideration of _____.
- ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

3. Exhibit C-14 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-13.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

WHATCOM COUNTY HEALTH DEPARTMENT

STATE OF WASHINGTON
DEPARTMENT OF HEALTH



07/20/2020

Date

Date

APPROVED AS TO FORM ONLY
Assistant Attorney General

**2018-2020 CONSOLIDATED CONTRACT
EXHIBIT A
STATEMENTS OF WORK
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| | |
|---|----|
| DOH Program Name or Title: ELC COVID-19 - Effective June 1, 2020 | 3 |
| DOH Program Name or Title: Infectious Disease Prevention Section (IDPS) - Effective July 1, 2020..... | 5 |
| DOH Program Name or Title: Marijuana Prevention & Education Program - Effective July 1, 2019 | 7 |
| DOH Program Name or Title: Office of Immunization & Child Profile-Perinatal Hepatitis B - Effective July 1, 2020 | 15 |
| DOH Program Name or Title: OICP-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2020 | 17 |
| DOH Program Name or Title: Recreational Shellfish Activities - Effective July 1, 2019..... | 19 |

Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: ELC COVID-19 - Effective June 1, 2020

Local Health Jurisdiction Name: Whatcom County Health Department
 Contract Number: CLH18267

SOW Type: Original Revision # (for this SOW)Period of Performance: June 1, 2020 through December 31, 2020

| | | |
|---|--|---|
| Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other | Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development | Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price |
|---|--|---|

Statement of Work Purpose: The purpose of this statement of work is to build and strengthen epidemiology, laboratory and health information systems capacity in local health jurisdictions.

Note: Pending execution of an extension to the 2018-2020 consolidated contracts which currently end December 31, 2020, DOH plans to extend the period of performance and funding in this statement of work through December 31, 2021. Unspent funds through December 31, 2020 will be carried forward into the new consolidated contract period beginning January 1, 2021 and will allow for work to continue through December 31, 2021.

Revision Purpose: N/A

| Chart of Accounts Program Name or Title | CFDA # | BARS Revenue Code | Master Index Code | Funding Period (LHJ Use Only) | | Current Consideration | Change Increase (+) | Total Consideration |
|---|--------|-------------------|-------------------|-------------------------------|----------|-----------------------|---------------------|---------------------|
| FFY19 COVID CARES | 93.323 | 333.93.32 | 1891029A | 06/01/20 | 12/31/20 | 0 | 354,072 | 354,072 |
| TOTALS | | | | | | 0 | 354,072 | 354,072 |

| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|-------------|--|--------------------------------------|---|---------------------|--|
| 1 | Establish a spending plan and staffing proposal to support the work of COVID-19 case investigation and contact tracing. The spending plan and staffing proposal should include proposed positions and define roles. | | Submit spending plan and staffing proposal summary to the DOH Contract Manager. | August 15, 2020 | \$354,072 – MI 1891029A – COVID CARES (\$354,072 for the period 06/01/20-12/31/21) |
| 2 | Hire, orient and/or train staff based on the negotiated staffing proposal. Develop a training plan in consultation with DOH that is consistent with the DOH COVID-19 guideline. Training plan will be flexible depending on staff experience and based on for onboarding into new systems. | | Staff summary and training plan | September 30, 2020 | |

AMENDMENT #16

| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|-------------|--|--------------------------------------|--|---------------------|-----------------------------------|
| 3 | Conduct case investigations, contact tracing and monitoring in accordance with DOH COVID-19 Infection Reporting and Surveillance Guidelines (DOH 420-107), Appendix 1: Case and Contact Investigation, pages 16-21: https://www.doh.wa.gov/Portals/1/Documents/5100/420-107-Guideline-COVID-19.pdf | | Data collected and reported into DOH systems | Daily | |

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Special Requirements**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements/Narrative

All work will be performed in accordance with the revised and approved project plans to be submitted to DOH by July 15, 2020.

Special Billing Requirements

Payment: Upon approval of deliverables and receipt of an invoice voucher, DOH will reimburse for actual allowable costs incurred. Billings for services on a monthly fraction of the budget will not be accepted or approved.

Submission of Invoice Vouchers: The LHJ shall submit correct monthly A19-1A invoice vouchers for amounts billable under this statement of work to DOH by the 25th of the following month or on a frequency no less often than quarterly.

DOH Program Contact

Mike Boysun
DOH, Communicable Disease EPI
1610 NE 150th St, Shoreline, WA 98155
Ph: 206-418-5518 / Mike.Boysun@doh.wa.gov

DOH Fiscal Contact

Summer Wurst
DOH, Office of Program Financial Management
PO Box 47840, Olympia, WA 98504-7841
Ph: 360-236-3486/Fax: 360-664-2216 / Summer.Wurst@doh.wa.gov

Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: Infectious Disease Prevention Section (IDPS) - Effective July 1, 2020

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH18267

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: July 1, 2020 through December 31, 2020

| | | |
|---|---|---|
| Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other | Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development | Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price |
|---|---|---|

Statement of Work Purpose: The purpose of this statement of work is to provide infectious disease (HIV, STD, and Adult Viral Hepatitis) prevention services.

Revision Purpose: N/A

| Chart of Accounts Program Name or Title | CFDA # | BARS Revenue Code | Master Index Code | Funding Period (LHJ Use Only) | | Current Consideration | Change Increase (+) | Total Consideration |
|---|--------|-------------------|-------------------|-------------------------------|----------|-----------------------|---------------------|---------------------|
| STATE DRUG USER HEALTH PROGRAM | N/A | 334.04.91 | 12405100 | 07/01/20 | 12/31/20 | 0 | 34,535 | 34,535 |
| TOTALS | | | | | | 0 | 34,535 | 34,535 |

| Task Number | Task/Activity/Description | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|-------------------------------|--|---|--|--|
| Drug User Health | | | | |
| Syringe Service Program (SSP) | To provide comprehensive Syringe Service Program (SSP) to people who use drugs (PWUD). This plan of action is directed to distribute syringes to communities that use drugs to prevent transmission of infectious disease. SSP programs will operate during scheduled hours to provide new harm reduction supplies and syringes to prevent transmission of disease. SSP will offer referrals to address social determinants of health. | Identify and submit annual projections for each of the SSP deliverables. Enter SSP deliverable data into database for tracking SSP activities by the 15th of each month following service. | LHJ must adhere to DOH Infectious Disease (ID) Reporting Requirements. | \$34,535 – MI 12405100 State Drug User Health \$34,535 for 07/01/20-12/31/20 |

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:
<http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Specific Requirements/Narrative

Fiscal Guidance

- i) **Funding** –The LHJ shall submit all claims for payment for costs due and payable under this statement of work by January 25, 2021. DOH will pay belated claims at its discretion, contingent upon the availability of funds.
- ii) The LHJ agrees to reimburse DOH for expenditures billed to the DOH for costs that are later determined through audit or monitoring to be disallowed under the requirements of 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- iii) **Submission of Invoice Vouchers** – On a monthly basis, the LHJ shall submit correct A19-1A invoice vouchers for amounts billable to DOH under this statement of work.
All A19-1A invoice vouchers must be submitted by the 25th of the following month.

The LHJ shall use and adhere to the DOH Infectious Disease Reimbursement Guidelines and Forms when submitting A19-1A invoice voucher payment requests to DOH.

DOH Program Contact, SSP

Emalie Huriaux
DOH, Infectious Disease Prevention
PO Box 47840, Olympia, WA 98504-7841
360-236-2315/Fax: 360-664-2216
Emalie.Huriaux@doh.wa.gov

DOH Fiscal Contact

Abby Gilliland
DOH, Infectious Disease Operations Unit
PO Box 47840, Olympia, WA 98504-7840
360-236-3351/Fax: 360-664-2216
Abby.Gilliland@doh.wa.gov

Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: Marijuana Prevention & Education Program - Effective July 1, 2019

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH18267

SOW Type: Revision **Revision # (for this SOW)** 1


Period of Performance: July 1, 2019 through December 31, 2020

| | | |
|---|---|---|
| Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other | Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development | Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price |
|---|---|---|

Statement of Work Purpose: The purpose of this statement of work is to fund the activities of a regional Youth Marijuana Prevention and Education Programs (YMPEP).

Revision Purpose: The purpose of this revision is to add the Master Index Code for SFY21 and update the Chart of Accounts Program Name/Title, add language under Program Specific Requirements/Narrative, and change the DOH Program Contact.

| Chart of Accounts Program Name or Title | CFDA # | BARS Revenue Code | Master Index Code | Funding Period (LHJ Use Only) | | Current Consideration | Change None | Total Consideration |
|---|--------|-------------------|-------------------|-------------------------------|----------|-----------------------|-------------|---------------------|
| SFY20 MARIJUANA EDUCATION | N/A | 334.04.93 | 77420820 | 07/01/19 | 06/30/20 | 409,588 | 0 | 409,588 |
| SFY21 MARIJUANA EDUCATION | N/A | 334.04.93 | 77420821 | 07/01/20 | 12/31/20 | 409,588 | 0 | 409,588 |
| TOTALS | | | | | | 819,176 | 0 | 819,176 |

| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|--|--|--------------------------------------|---|----------------------|---|
| LHJ is required to complete the following tasks and deliverables and adhere to all requirements contained in the attached Youth Marijuana Prevention and Education Guide. <div>  YMPEPRegGuide.pdf </div> <p>Due dates and allocations are for purposes of reflecting the total annual allocation and reporting for SFY20 and SFY21. SFY21 will be split between the current 2018-2020 Consolidated Contract (ConCon) and the new ConCon term beginning January 1, 2021. Any unused portion of SFY21 will be carried forward into the new contract term.</p> | | | | | |
| 1. Groundwork – Build program and regional capacity to plan, coordinate, implement and evaluate regional Youth Marijuana Prevention and Education Program (YMPEP) activities based on the regionally developed strategic plan: | | | | | |
| A. | Hire YMPEP Regional Coordinator. | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | Reimbursement for actual expenditures, not to exceed total funding consideration. |
| B. | Create and maintain Regional Network and partnerships with people throughout the region. | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |

AMENDMENT #16

| AMENDMENT #10 | | | | | |
|--|---|--------------------------------------|---|----------------------|---|
| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
| C. | Provide needed education and skill enhancement opportunities for Regional Network. | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | A19's for YMPEP expenditures must continue to be submitted to the DOH Grants Management office per the Consolidated Contract. The Expenditure Worksheet in the YMPEP Budget Workbook must be completed by the 30th of the month following the month in which costs were incurred. |
| D. | Identify organizational structure of the Regional Network | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| E. | Form a subcommittee of the Regional Network; refer to them as the Planning Team | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| 2. Assessment – Conduct ongoing needs assessment data within the region to support planning activities | | | | | |
| A. | Form or identify an Epidemiological Workgroup | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | Reimbursement for actual expenditures, not to exceed total funding consideration. A19's for YMPEP expenditures must continue to be submitted to the DOH Grants Management office per the Consolidated Contract. The Expenditure Worksheet in the YMPEP Budget Workbook must be completed by the 30th of the month following the month in which costs were incurred. |
| B. | Conduct/update a needs assessment to assess regional needs, assets, gaps, and readiness. | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| C. | Determine which of the most pressing needs prevention efforts can influence. | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| 3. Capacity – Recruit and convene a regional network and raise awareness of its mission and purpose | | | | | |
| A. | Host regular meetings with Regional Network. (Planning team meets monthly during Strategic Planning Process; Full network meets quarterly at a minimum .) | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | Reimbursement for actual expenditures, not to exceed total funding consideration. A19's for YMPEP expenditures must continue to be submitted to the DOH Grants Management office per the Consolidated Contract. The Expenditure Worksheet in the YMPEP Budget Workbook must be completed by the 30th of the month |
| B. | Use knowledge about the community's level of readiness to publicize the issue and encourage participation on Regional Network | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| C. | Expand the Regional Network to include sectors within the region and other members interested in preventing substance use disorder. | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |

| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|---|--|--------------------------------------|---|----------------------|---|
| D. | Develop a plan for attending health equity trainings, recruiting and developing partnerships with a diverse representation of the community, etc. | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | following the month in which costs were incurred. |
| 4. Planning – Coordinate development of a mission, logic model and strategic and sustainability plans for the region. | | | | | |
| A. | Convene the planning team. | | Report progress and submit invoices monthly. | 06/30/20 12/31/20 | Reimbursement for actual expenditures, not to exceed total funding consideration. A19's for YMPEP expenditures must continue to be submitted to the DOH Grants Management office per the Consolidated Contract. The Expenditure Worksheet in the YMPEP Budget Workbook must be completed by the 30th of the month following the month in which costs were incurred. |
| B. | Train the planning team. | | Report progress an submit invoices monthly | 06/30/20 12/31/20 | |
| C. | Analyze risk and protective factors and local conditions | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| D. | Choose the factors on which the region will concentrate | | Choose the factors on which the region will concentrate | 06/30/20 12/31/20 | |
| E. | Establish Mission of YMPEP region | | Report progress an submit invoices monthly | 06/30/20 12/31/20 | |
| F. | Develop logic model to guide effort | | Report progress an submit invoices monthly | 06/30/20 12/31/20 | |
| G. | Create regional strategic plan to include policies, programs and practices. Include a minimum of 70 percent of time to Primary activities and up to 30 percent of time to implement approved Innovative activities | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| H. | Choose policy, systems, and environmental (PSE) activities to address the risk and protective factors the Regional Network prioritized. | | Report progress and submit invoices monthly. | 06/30/20 12/31/20 | |
| I. | Present the plan to the communities it will serve throughout the region and gather support | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| J. | Create Sustainability Plan | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| 5. Implementation – Coordinate implementation of the strategic plan | | | | | |
| A. | Hire staff, subcontract and/or recruit volunteers to implement Regional Strategic Plan. | | Report progress and submit invoices monthly. | 06/30/20 12/31/20 | Reimbursement for actual expenditures, not to exceed total funding consideration. |

AMENDMENT #10

| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|---|---|--------------------------------------|---|----------------------|---|
| B. | Follow the Regional Strategic Plan throughout the implementation process | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | A19's for YMPEP expenditures must continue to be submitted to the DOH Grants Management office per the Consolidated Contract. |
| C. | Continue to track and monitor resources annually. Update and revise resource assessment as needed. | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| D. | Meet regularly with Regional Network. | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| E. | Keep regional partners informed using a newsletter, listserv, monthly meetings | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | The Expenditure Worksheet in the YMPEP Budget Workbook must be completed by the 30th of the month following the month in which costs were incurred. |
| F. | Write grant applications (as appropriate) to increase funding opportunities and ensure sustainability of YMPEP region | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | |
| 6. Evaluation – Plan and participate in state and regional evaluation efforts | | | | | |
| A. | Create Regional Evaluation Plan | | Report progress and submit invoices monthly | 06/30/20 12/31/20 | Reimbursement for actual expenditures, not to exceed total funding consideration. A19's for YMPEP expenditures must continue to be submitted to the DOH Grants Management office per the Consolidated Contract. The Expenditure Worksheet in the YMPEP Budget Workbook must be completed by the 30th of the month following the month in which costs were incurred. |
| 7. Work Plan – LHJ must prepare and submit a work plan and budget for the remainder of the biennium | | | | | |
| A. | Prepare and submit Annual Work Plans and budgets for SFY 20 and SFY 21. | | Completed work plan and budget | 06/30/20 12/31/20 | Reimbursement for actual expenditures, not to exceed total funding consideration. A19's for YMPEP expenditures must continue to be submitted to the DOH Grants Management office per the Consolidated Contract. |

AMENDMENT #16

| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|-------------|---------------------------|--------------------------------------|-----------------------|---------------------|---|
| | | | | | The Expenditure Worksheet in the YMPEP Budget Workbook must be completed by the 30th of the month following the month in which costs were incurred. |

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:

<http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Specific Requirements/Narrative**A. Local Health Jurisdiction (LHJ) will:**

1. Fulfill program administration roles and responsibilities:
 - a) Meet requirements outlined in the YMPEP Regional Implementation Guide provided by DOH, which includes (but is not limited to) conducting a regional assessment of needs, coordinating and maintaining a regional network, preparing, annually updating and managing the implementation of the region's strategic plan.
 - b) Ensure program staffing is at least 1.0 FTE (divided among no more than three (3) people). These staff are required to attend either the Substance Abuse Prevention Skills Training (SAPST) or DOH SAPST within nine (9) months of being hired.
 - c) Participate in required conference calls, trainings, and webinars and *virtual or* in-person meetings for YMPEP contractors hosted by DOH.
 - d) Submit an Annual Plan and Budget according to the deadlines in Section E below.
 - e) Submit accurate and complete progress and expenditure reports, using the required guidance, reporting tool or system, and deadlines provided by DOH (See Section E below).
 - f) Act as the fiduciary agent if subcontracting. DOH must be notified and approve of any subcontractors; however, subcontractor performance is the responsibility of each YMPEP Regional Contractor/LHJ.
 - g) Participate in the DOH-funded Marijuana Prevention Practice Collaborative by following the guidelines and expectations developed by the collaborative membership.
 - h) Have completed background checks completed and on file for any staff or volunteer (funded and/or representing an YMPEP contractor or subcontractor) who will be with youth and unsupervised. Prohibit any staff with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this statement of work. This requirement is consistent with existing statute RCW 9.96A.020
2. Meet evaluation requirements:
 - a) Submit at least one (1) Success Story using guidance and tools provided by DOH.
 - b) Perform annual close out procedures as directed by DOH.
 - c) Participate in performance measure data collection activities in collaboration with DOH.
 - d) Participate in project evaluation activities developed and coordinated by DOH.
 - e) Consult with and submit an Exception Request to the Washington State Institutional Review Board (wsirb@dshs.wa.gov) when intending to conduct focus groups, key-informant interviews, surveys, or any other method used to gather data systematically. Provide a copy of the WSIRB Exception Request and approval to the DOH Contract Manager.

3. Written Policies and Procedures/Documents

- a) Written policies and procedures, consistent with federal and state regulations, as applicable, shall be kept on file in the office of the LHJ and be available for review at the request of DOH staff. Such policies and procedures shall include, but not be limited to, as appropriate:
 - i. Position Descriptions
 - ii. Confidentiality Policy
 - iii. Regional Needs Assessment
 - iv. 5-Year Regional Strategic Plan (includes annual work plan)
 - v. Completed background checks for those staff, subcontractors or volunteers working directly with youth (ages 0-17).
 - vi. Latest Agency Audit
 - vii. Subcontractor Agreements

B. DOH will support LHJ by providing:

- 1. Timely communications regarding funding amounts and/or funding reductions.
- 2. An annual calendar of key events, required and optional trainings and other key dates.
- 3. Contract oversight and point of contact for overall project coordination, technical assistance, and facilitation of project communication.
- 4. Technical assistance on meeting project goals, objectives, and activities related to:
 - a) Updating regional needs assessment.
 - b) Adapting required and innovative activities to ensure they are culturally and linguistically appropriate evidence-based or evidence-informed, or promising programs.
 - c) Developing and adapting project materials so they are culturally and linguistically appropriate using Cultural and Linguistically Appropriate Services (CLAS) standards <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.
 - d) Providing relevant resources and training.
 - e) Meeting performance measure, evaluation, and data collection requirements.
 - f) Developing 5-year regional strategic plans, annual work plans, budgets and logic models.
 - g) Interpreting DOH guidelines, requirements, and expectations. This includes making determinations of whether YMPEP funds may be used for activities and projects proposed by the LHJ.

C. Program Administration

- 1. The LHJ shall perform the requirements and activities defined in this agreement and the YMPEP Regional Implementation Guide. At a minimum, program and fiscal performance will be monitored and evaluated monthly by the assigned DOH staff based on each Monthly Report, and Monthly Expenditure Report and Request for Reimbursement Form (A19).
- 2. The YMPEP Regional Contractor/LHJ shall provide DOH with the program administrator's name, address, telephone number, and any subsequent changes. This contract information will be kept in an internal DOH database, along with the same information of all staff supported in part/full with YMPEP funds.
- 3. Failure of the YMPEP Regional Contractor/LHJ to perform activities (including those subcontracted to other agencies or organizations) as described in the DOH-approved SOW included herein and subsequent amendments, and in accordance with DOH administrative and Contract Performance Policies, and with any applicable local, state, or federal law or regulation, may result in the reduction of funds, suspension of services, or the termination of this statement of work.
- 4. DOH reserves the right to determine the amount of any reduction, based on YMPEP Regional Contractor's/LHJ's performance, and to amend the contract to effect any reduction. Any reduction shall be based on a review of the YMPEP Regional Contractor's/LHJ's expenditure patterns and actual performance.
- 5. The LHJ will make a reasonable and ongoing effort, throughout the period of performance, to secure and/or leverage resources from private and public entities to supplement the administrative, operational, and implementation costs under this program. Documentation of any collaborative efforts and securing of resources that benefit this project shall be kept current and on file in the office of the YMPEP Regional Contractor/LHJ and shall be available for review upon request by DOH staff.
- 6. The LHJ's annual work plan and budget must be approved by the DOH MPEP contract manager prior to implementation. This includes execution of subcontracts within the region. Any changes to either the work plan or budget, including personnel changes, must also be approved by the DOH contract manager prior to implementation.

D. Subcontractor Performance Expectations

1. When subcontracting with an organization that is leading regional efforts in one or more counties, the Regional Contractor/LHJ is required to include language in these contracts that reflects the following:
 - a) Submit monthly progress reports and invoices that reflect work performed and funding spent using tools provided by the DOH or the Regional Contractor/LHJ. Due dates may be set by the LHJ to ensure they can meet the deadlines in Section E below.
2. When subcontracting with an organization to work directly with youth (ages 0-17), the Regional Contractor/LHJ is required to include language in these contracts that reflects the following:
 - a) Provide verification that background checks have been completed for any staff and volunteers who will work with youth (ages 0-17) and are on file.

E. Required Plans and Reports

The LHJ shall submit required reports by the date due using required forms according to procedures issued by DOH. These reports and their due dates shall include, but not be limited to:

| Report | Date Due |
|---|---|
| 1. Submit an Annual Plan and Budget | Annually no later than April 30. DOH approval will occur no later than June 15. |
| 2. Expenditure Report and Request for Reimbursement | A19 and updated budget workbook due the 30 th of the month following the month in which costs are incurred. |
| 3. Final Expenditure Report and Request for Reimbursement (FY Closeout) | Year-end projections are due as follows: FY20: July 10, 2020 FY21: July 10, 2021 Final Expenditure Reports are due within 45 days of the end of the contract year. |
| 4. Contractor Monthly Report | The 15 th of the month following the month in which activities were performed. |
| 5. Success Story | Annually, No later than June 30, 2019 |

The LHJ shall be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

F. Payment

1. All expenditures incurred and reimbursements made for performance under this statement of work shall be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this statement of work.
2. Billings for services on a monthly fraction of the budget will not be accepted or approved.
3. DOH shall pay the LHJ all allowable costs incurred as evidenced by a proper invoice submitted to DOH on a timely basis, insofar as those allowable and allocable costs do not exceed that amount appropriated or otherwise available for such purposes as stated herein, or in subsequent amendments.
4. Costs allowable under this statement of work are based on DOH-approved budget for periods of performance: SFY 20 (July 1, 2019 to June 30, 2020) and SFY 21 (July 1, 2020- June 30, 2021).
5. Authorized and allowable program expenditures shall be reimbursed upon receipt and approval of the Monthly Activity Report, Monthly Expenditure Report and Request for Reimbursement form (A19) according to Section E of this contract. If the Monthly Activity Report, Expenditure Report and/or Request for Reimbursement form are not completed within 60 days of the month when expenditures were incurred, DOH may withhold approval and payment, at its discretion, until the 30th of the month following submittal.
6. Final expenditure projections must be submitted annually by the 10th of July to allow DOH to appropriately accrue funds to make final payments.
7. The final Monthly Expenditure Report and Request for Reimbursement form must be submitted to DOH no later than 45 days following the end of the contract year in order to assure reimbursement of approved costs.

8. Backup documentation can include, but is not limited to; receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Backup documentation shall be kept on file by the fiscal agent and made available upon request by DOH.
9. Submission of electronic reports, deliverables, and other invoice attachments are preferred; however hard copies are acceptable.

G. Evaluation of YMPEP Regional Contractor's/LHJ's Performance

1. LHJ's performance will be evaluated on the following:
 - a) Biennial submittal and DOH approval of an updated Regional Needs Assessment in accordance with DOH guidance and requirements.
 - b) Biennial submittal and DOH approval of an updated 5-year Regional Strategic Plan in accordance with DOH guidance and requirements.
 - c) Timely completion, submission of proposed Annual Budget (Budget Line Items, Summary Budget Projections, Budget Narrative) and work plan in accordance with DOH guidance and requirements.
 - d) Submission of Electronic A19 Invoice and Financial Back-up Document to DOH Grants Management via ConCon and the YMPEP Budget Workbook by the due dates listed in Section E.
 - e) Submission of 24 monthly Activity Reports by the due dates listed in Section E.
 - f) One on-site visit per biennium per requirements and protocols provided by DOH MPEP.

H. Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.):

1. Recipients may not use funds for research.
2. Recipients may not use funds for clinical care.
3. Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual. Recipients may not use funds to buy marijuana products or paraphernalia used in the consumption and/or use of marijuana products.
4. Recipients may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by DOH Contract Manager.
5. Recipients may not use funding for construction or other capital expenditures.
6. The contractor/LHJ must comply with DOH MPEP guidance on food, incentives and use of DOH logo outlined in the YMPEP Regional Implementation Guide, and should not exceed federal per diem rates.
7. Reimbursement of pre-award costs is not allowed.

I. Special References

As a provision of Dedicated Marijuana Account ([RCW 69.50.540](#)) DOH shall fund a grants program for local health departments or other local community agencies that supports development and implementation of coordinated intervention strategies for the prevention and reduction of marijuana use by youth.

DOH - Primary Point of Contact:

~~David Harrelson~~ Angela Boyer, YMPEP Contract Manager

Office Phone: ~~360-972-0199~~ (360) 584-3189

Email Address: ~~david.harrelson@doh.wa.gov~~ angela.boyer@doh.wa.gov

Mailing Address: PO Box 47855, Olympia, WA 98504-7855

**Exhibit A
Statement of Work
Contract Term: 2018-2020**

DOH Program Name or Title: Office of Immunization & Child Profile-Perinatal Hepatitis B - Effective July 1, 2020

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH18267

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: July 1, 2020 through December 31, 2020

| Funding Source | Federal Compliance (check if applicable) | Type of Payment |
|--|--|---|
| <input checked="" type="checkbox"/> Federal Subrecipient | <input checked="" type="checkbox"/> FFATA (Transparency Act) | <input checked="" type="checkbox"/> Reimbursement |
| <input type="checkbox"/> State | <input type="checkbox"/> Research & Development | <input type="checkbox"/> Fixed Price |
| <input type="checkbox"/> Other | | |

Statement of Work Purpose: The purpose of this statement of work is to define required Perinatal Hepatitis B activities, deliverables, and funding

Revision Purpose: N/A

| Chart of Accounts Program Name or Title | CFDA # | BARS Revenue Code | Master Index Code | Funding Period (LHJ Use Only) | | Current Consideration | Change Increase (+) | Total Consideration |
|---|--------|-------------------|-------------------|-------------------------------|----------|-----------------------|---------------------|---------------------|
| | | | | Start Date | End Date | | | |
| FFY21 PPHF Ops | 93.268 | 333.93.26 | 74310206 | 07/01/20 | 12/31/20 | 0 | 500 | 500 |
| TOTALS | | | | | | 0 | 500 | 500 |

| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|-------------|--|--------------------------------------|--|-------------------------------|--|
| 1 | <p>1. In coordination with hospitals, health care providers, and health plans (if applicable), conduct activities to prevent perinatal hepatitis B infection in accordance with the Perinatal Hepatitis B Prevention Program Guidelines, including the following:</p> <ul style="list-style-type: none"> • Identification of hepatitis B surface antigen (HBsAg)-positive pregnant women and pregnant women with unknown HBsAg status. • Reporting of HBsAg-positive women and their infants. • Case management for infants born to HBsAg-positive women to ensure administration of hepatitis B immune globulin (HBIG) and hepatitis B vaccine within 12 hours of birth, the completion of | | Enter information for each case identified into the Perinatal Hepatitis B module of the Washington Immunization Information System | By the last day of each month | Reimbursement for actual costs incurred, not to exceed total funding consideration amount. |

| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|-------------|--|--------------------------------------|-----------------------|---------------------|-----------------------------------|
| | <p>the 3-dose hepatitis B vaccine series, and post vaccination serologic testing.</p> <p>2. Provide technical assistance to birthing hospitals to encourage administration of the hepatitis B birth dose to all newborns within 12 hours of birth, in accordance with Advisory Committee on Immunization Practices (ACIP) recommendations.</p> <p>3. Report all perinatal hepatitis B investigations, including HBsAg-positive infants, in the Perinatal Hepatitis B Module of the Washington State Immunization Information System.</p> | | | | |

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Specific Requirements/Narrative

- Tasks in this statement of work may not be subcontracted without prior written approval from DOH OICP.

Special Requirements (if applicable)**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHI must have a Data Universal Numbering System (DUNS®) number.

Information about the LHI and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

DOH Contract Manager

Tawney Harper, MPA
 Deputy Director | Operations Manager
 Office of Immunization and Child Profile
 Department of Health
 PO Box 47843, Olympia WA 98504-7843
tawney.harper@doh.wa.gov, 360-236-3525

Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: OICP-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2020

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH18267

SOW Type: Original **Revision # (for this SOW)**

Period of Performance: July 1, 2020 through December 31, 2020

| Funding Source | Federal Compliance (check if applicable) | Type of Payment |
|--|--|---|
| <input checked="" type="checkbox"/> Federal Subrecipient | <input checked="" type="checkbox"/> FFATA (Transparency Act) | <input checked="" type="checkbox"/> Reimbursement |
| <input type="checkbox"/> State | <input type="checkbox"/> Research & Development | <input type="checkbox"/> Fixed Price |
| <input type="checkbox"/> Other | | |

Statement of Work Purpose: The purpose of this statement of work is to contract with local health to conduct activities to improve immunization coverage rates.

Revision Purpose: N/A

| Chart of Accounts Program Name or Title | CFDA # | BARS Revenue Code | Master Index Code | Funding Period (LHJ Use Only) | | Current Consideration | Change Increase (+) | Total Consideration |
|---|--------|-------------------|-------------------|-------------------------------|----------|-----------------------|---------------------|---------------------|
| FFY21 VFC Ops | 93.268 | 333.93.26 | 74310202 | Start Date | End Date | 0 | 6,735 | 6,735 |
| TOTALS | | | | | | 0 | 6,735 | 6,735 |

| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|-------------|--|--------------------------------------|--|---------------------|---|
| 1 | Develop a proposal to improve immunization coverage rates for a target population by increasing promotion activities and collaborating with community partners. The proposal must meet guidelines outlined in the <u>Local Health Jurisdiction Funding Opportunity, Promotion of Immunizations to Increase Vaccination Rates</u> announcement. | | Written proposal and a report that shows starting immunization rates for the target population | August 1, 2020 | Reimbursement for actual costs incurred, not to exceed total funding consideration amount. *See Restrictions on Funds below. |
| 2 | Upon approval of proposal, implement the plan to increase immunization coverage rates with the target population identified. | | Written report describing the progress made on reaching milestones for activities identified in the plan (template will be provided) | November 30, 2020 | |

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Specific Requirements/Narrative

Tasks in this statement of work may not be subcontracted without prior written approval from DOH OICP.

Special Requirements**Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)

Allowable Uses of Federal Operations Funds document (dated 12/20/2017) is posted on the DOH Consolidated Contract website at this [link](#). These federal funds may not be used for expenses related to travel or attendance at any non-DOH sponsored conference, training, or event without prior written approval from the DOH Office of Immunization and Child Profile.

DOH Program Contacts

Tawney Harper, MPA
Deputy Director | Operations Manager
Office of Immunization and Child Profile
Department of Health
PO Box 47843, Olympia WA 98504-7843
tawney.harper@doh.wa.gov, 360-236-3525

DOH Program Contact

Misty Ellis, Project Manager
CDC Public Health Advisor
Office of Immunization and Child Profile
Department of Health
PO Box 47843, Olympia WA 98504-7843
misty.ellis@doh.wa.gov, 360-236-3675

Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: Recreational Shellfish Activities - Effective July 1, 2019

Local Health Jurisdiction Name: Whatcom County Health Department

Contract Number: CLH18267

SOW Type: Revision **Revision # (for this SOW)** 2

Period of Performance: July 1, 2019 through December 31, 2020

| | | |
|---|---|---|
| Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other | Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development | Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price |
|---|---|---|

Statement of Work Purpose: The purpose of this statement of work is to provide funds for shellfish harvesting safety.

Revision Purpose: The purpose of this revision is to extend the period of performance and funding from June 30, 2020 to December 31, 2020, add funding, revise deliverable due dates and payment information, and upate DOH program and fiscal contact information.

| Chart of Accounts Program Name or Title | CFDA # | BARS Revenue Code | Master Index Code | Funding Period (LHJ Use Only) | | Current Consideration | Change Increase (+) | Total Consideration |
|---|--------|-------------------|-------------------|-------------------------------|----------|-----------------------|---------------------|---------------------|
| Rec. Shellfish/Biotoxin | N/A | 334.04.93 | 26402600 | 07/01/19 | 12/31/20 | 16,000 | 13,000 | 29,000 |
| TOTALS | | | | | | 16,000 | 13,000 | 29,000 |

| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|-------------|---|--------------------------------------|---|--|-------------------------------------|
| 1 | Biotoxin Monitoring <ul style="list-style-type: none"> Collect samples on schedule according to Department of Health (DOH) Biotoxin Monitoring Plan, coordinate deviations from the schedule with DOH, notify DOH in advance if samples cannot be collected. Post / remove recreational shellfish warning and / or classification signs on beaches and restock cages as needed. This may also include recruiting, training, and coordination of volunteers, and fuel reimbursement funds for volunteer biotoxin monitoring. | | Submit report on DOH approved format of activities for the year, including the number and names of beaches posted for classification. | Email Report to DOH by: February 17, 2020 December 31, 2020 (See Special Instructions below.) | \$15,500 \$28,500 |

AMENDMENT #16

| Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount |
|-------------|--|--------------------------------------|--|---|-----------------------------------|
| 2 | Outreach <ul style="list-style-type: none"> Staff educational booths at local events. Distribute safe shellfish harvesting information. | | Submit report including the number of events staffed, and amount of educational materials distributed. | Email Report to DOH by: February 17, 2020 December 31, 2020 (See Special Instructions below.) | \$500 |

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:

<http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

Program Specific Requirements/Narrative**Program Manual, Handbook, Policy References**

Department of Health's Biotoxin Monitoring Plan

Special References (RCWs, WACs, etc)

Chapter 246-280 WAC

<http://www.doh.wa.gov/CommunityandEnvironment/Shellfish/RecreationalShellfish>

<http://www.doh.wa.gov/AboutUs/ProgramsandServices/EnvironmentalPublicHealth/EnvironmentalHealthandSafety/ShellfishProgram/Biotoxins>

Special Instructions

Report for work done the previous year must be submitted via email to Liz Maier by ~~February 17, 2020~~ December 31, 2020.

The report format will be provided by DOH and may be modified throughout the period of performance via email announcement.

DOH Program Contacts:

Liz Maier, Office of Environmental Health and Safety, PO Box 47824, Olympia WA 98504-7824; 360.236.3308; liz.maier@doh.wa.gov

~~Kristy Warner, Office of Environmental Health and Safety, PO Box 47824, Olympia WA 98504-7824; 360.701.7537; kristy.warner@doh.wa.gov~~

~~DOH Fiscal Contact: Heidi Kuykendall, Office of Environmental Health and Safety, PO Box 47824, Olympia, WA 98504-7824; 360.236.3396; heidi.kuykendall@doh.wa.gov~~

~~Pamela Ranes, Office of Financial Management; PO Box 47850, Olympia, WA 98504-7850; 360.236.4528; pamela.ranes@doh.wa.gov~~

Whatcom County Health Department

EXHIBIT B-16
ALLOCATIONS
Contract Term: 2018-2020

Contract Number: CLH18267
Date: May 15, 2020

Indirect Rate as of January 2018: 20.49% Human Services; 20.03% All Other Programs

| Chart of Accounts Program Title | Federal Award Identification # | Amend # | CFDA* | BARS Revenue Code** | Statement of Work Funding Period | | DOH Use Only Chart of Accounts Funding Period | | Amount | Funding Period Sub Total | Chart of Accounts Total |
|--|--------------------------------|---------------|---------------|---------------------|----------------------------------|----------|---|----------|--------------|--------------------------|-------------------------|
| | | | | | Start Date | End Date | Start Date | End Date | | | |
| FFY21 USDA WIC Program Mgnt CSS | NGA Not Received | N/A | 10.557 | 333.10.55 | 10/01/20 | 12/31/20 | 10/01/20 | 12/31/20 | \$69,165 | \$69,165 | \$906,180 |
| FFY20 USDA WIC Program Mgnt CSS | 207WAWA7W1003 | N/A | 10.557 | 333.10.55 | 10/01/19 | 09/30/20 | 10/01/19 | 09/30/20 | \$276,660 | \$276,660 | |
| FFY19 CSS USDA WIC Program Mgnt | 187WAWA7W1003 | N/A | 10.557 | 333.10.55 | 10/01/18 | 09/30/19 | 10/01/18 | 09/30/19 | \$276,660 | \$276,660 | |
| FFY18 CSS USDA WIC Program Mgnt | 187WAWA7W1003 | Amd 2 | 10.557 | 333.10.55 | 01/01/18 | 09/30/18 | 10/01/17 | 09/30/18 | \$1,400 | \$283,695 | |
| FFY18 CSS USDA WIC Program Mgnt | 187WAWA7W1003 | Amd 1 | 10.557 | 333.10.55 | 01/01/18 | 09/30/18 | 10/01/17 | 09/30/18 | \$74,800 | | |
| FFY18 CSS USDA WIC Program Mgnt | 187WAWA7W1003 | N/A | 10.557 | 333.10.55 | 01/01/18 | 09/30/18 | 10/01/17 | 09/30/18 | \$207,495 | | |
| FFY18 CSS USDA BF Peer Counseling | 187WAWA1W5003 | N/A | 10.557 | 333.10.55 | 01/01/18 | 09/30/18 | 10/01/17 | 09/30/18 | \$19,139 | \$19,139 | \$19,139 |
| FFY18 CSS USDA FMNP Prog Mgnt | 187WAWA7Y8604 | Amd 2 | 10.572 | 333.10.57 | 01/01/18 | 09/30/18 | 10/01/17 | 09/30/18 | \$350 | \$350 | \$350 |
| PS SSI 1-5 BEACH Task 4 | 01J18001 | Amd 13 | 66.123 | 333.66.12 | 01/01/20 | 10/31/20 | 07/01/17 | 06/30/23 | \$5,350 | \$5,350 | \$14,350 |
| PS SSI 1-5 BEACH Task 4 | 01J18001 | Amd 7 | 66.123 | 333.66.12 | 03/01/19 | 10/31/19 | 07/01/17 | 06/30/23 | \$4,500 | \$4,500 | |
| PS SSI 1-5 BEACH Task 4 | 01J18001 | Amd 1 | 66.123 | 333.66.12 | 03/01/18 | 10/31/18 | 07/01/17 | 06/30/23 | \$4,500 | \$4,500 | |
| FFY19 Swimming Beach Act Grant IAR (ECY) | 01J49701 | Amd 7 | 66.472 | 333.66.47 | 03/01/19 | 10/31/19 | 12/15/18 | 10/31/19 | \$8,500 | \$8,500 | \$17,000 |
| FFY18 Swimming Beach Act Grant IAR (ECY) | 00J75501 | Amd 1 | 66.472 | 333.66.47 | 03/01/18 | 10/31/18 | 12/15/17 | 12/14/18 | \$8,500 | \$8,500 | |
| FFY18 EPR PHEP BP1 Supp LHJ Funding | NU90TP921889-01 | Amd 5 | 93.069 | 333.93.06 | 07/01/18 | 06/30/19 | 07/01/18 | 06/30/19 | \$2,811 | \$156,137 | \$156,137 |
| FFY18 EPR PHEP BP1 Supp LHJ Funding | NU90TP921889-01 | Amd 4 | 93.069 | 333.93.06 | 07/01/18 | 06/30/19 | 07/01/18 | 06/30/19 | \$153,326 | | |
| FFY17 EPR PHEP BP1 LHJ Funding | NU90TP921889-01 | Amd 2 | 93.069 | 333.93.06 | 01/01/18 | 06/30/18 | 07/01/17 | 07/02/18 | \$32,332 | \$95,357 | \$95,357 |
| FFY17 EPR PHEP BP1 LHJ Funding | NU90TP921889-01 | N/A | 93.069 | 333.93.06 | 01/01/18 | 06/30/18 | 07/01/17 | 07/02/18 | \$63,025 | | |
| FFY19 PHEP BP1 LHJ Funding | NU90TP922043 | Amd 10 | 93.069 | 333.93.06 | 07/01/19 | 06/30/20 | 07/01/19 | 06/30/20 | \$156,138 | \$156,138 | \$156,138 |
| FFY17 317 Ops | 5NH23IP000762-05-00 | N/A | 93.268 | 333.93.26 | 01/01/18 | 06/30/18 | 04/01/17 | 06/30/18 | \$3,121 | \$3,121 | \$3,121 |
| FFY17 AFIX | 5NH23IP000762-05-00 | N/A | 93.268 | 333.93.26 | 01/01/18 | 06/30/18 | 04/01/17 | 06/30/18 | \$11,279 | \$11,279 | \$11,279 |
| FFY17 Increasing Immunization Rates | NH23IP000762 | Amd 3, 4 | 93.268 | 333.93.26 | 07/01/18 | 06/30/19 | 07/01/18 | 06/30/19 | \$13,470 | \$13,470 | \$13,470 |
| FFY21 PPHF Ops | NGA Not Received | Amd 16 | 93.268 | 333.93.26 | 07/01/20 | 12/31/20 | 07/01/20 | 06/30/21 | \$500 | \$500 | \$2,500 |
| FFY20 PPHF Ops | NH23IP922619 | Amd 9 | 93.268 | 333.93.26 | 07/01/19 | 06/30/20 | 07/01/19 | 06/30/20 | \$1,000 | \$1,000 | |
| FFY17 PPHF Ops | NH23IP000762 | Amd 3, 4 | 93.268 | 333.93.26 | 07/01/18 | 06/30/19 | 07/01/18 | 06/30/19 | \$1,000 | \$1,000 | |

Whatcom County Health Department

**EXHIBIT B-16
ALLOCATIONS
Contract Term: 2018-2020**

**Contract Number: CLH18267
Date: May 15, 2020**

Indirect Rate as of January 2018: 20.49% Human Services; 20.03% All Other Programs

| Chart of Accounts Program Title | Federal Award Identification # | Amend # | CFDA* | BARS Revenue Code** | Statement of Work Funding Period | | DOH Use Only Chart of Accounts Funding Period | | Amount | Funding Period Sub Total | Chart of Accounts Total |
|--|--------------------------------|---------------|---------------|---------------------|----------------------------------|----------|---|----------|------------------|--------------------------|-------------------------|
| | | | | | Start Date | End Date | Start Date | End Date | | | |
| FFY21 VFC Ops | NGA Not Received | Amd 16 | 93.268 | 333.93.26 | 07/01/20 | 12/31/20 | 07/01/20 | 06/30/21 | \$6,735 | \$6,735 | \$25,774 |
| FFY20 VFC Ops | NH23IP922619 | Amd 9 | 93.268 | 333.93.26 | 07/01/19 | 06/30/20 | 07/01/19 | 06/30/20 | \$13,470 | \$13,470 | |
| FFY17 VFC Ops | 5NH23IP000762-05-00 | N/A | 93.268 | 333.93.26 | 01/01/18 | 06/30/18 | 04/01/17 | 06/30/18 | \$5,569 | \$5,569 | |
| FFY19 COVID CARES | NU50CK000515 | Amd 16 | 93.323 | 333.93.32 | 06/01/20 | 12/31/20 | 06/01/20 | 06/30/21 | \$354,072 | \$354,072 | \$354,072 |
| FFY20 CDC COVID-19 Crisis Resp LHJ-Tribe | NU90TP922069 | Amd 14 | 93.354 | 333.93.35 | 01/20/20 | 12/31/20 | 01/01/20 | 06/30/21 | \$287,918 | \$287,918 | \$287,918 |
| FFY16 PPHF Adolescent AFIX | 1NH23IP922562-01-00 | Amd 2 | 93.733 | 333.93.73 | 01/01/18 | 08/31/18 | 09/30/16 | 09/29/18 | \$1,000 | \$2,600 | \$2,600 |
| FFY16 PPHF Adolescent AFIX | 1NH23IP922562-01-00 | N/A | 93.733 | 333.93.73 | 01/01/18 | 08/31/18 | 09/30/16 | 09/29/18 | \$1,600 | | |
| FFY20 MCHBG LHJ Contracts | B04MC32578 | Amd 10 | 93.994 | 333.93.99 | 10/01/19 | 09/30/20 | 10/01/19 | 09/30/20 | \$142,176 | \$142,176 | \$390,984 |
| FFY19 MCHBG LHJ Contracts | B04MC32578 | Amd 4 | 93.994 | 333.93.99 | 10/01/18 | 09/30/19 | 10/01/18 | 09/30/19 | \$142,176 | \$142,176 | |
| FFY18 MCHBG LHJ Contracts | B04MC31524 | N/A | 93.994 | 333.93.99 | 01/01/18 | 09/30/18 | 10/01/17 | 09/30/18 | \$106,632 | \$106,632 | |
| GFS-Group B (FO-NW) | | Amd 10 | N/A | 334.04.90 | 07/01/20 | 12/31/20 | 07/01/19 | 06/30/21 | \$5,000 | \$5,000 | \$10,000 |
| GFS-Group B (FO-NW) | | Amd 10 | N/A | 334.04.90 | 07/01/19 | 06/30/20 | 07/01/19 | 06/30/21 | \$5,000 | \$5,000 | |
| GFS-Group B (FO-NW) | | Amd 3 | N/A | 334.04.90 | 01/01/18 | 06/30/18 | 07/01/17 | 06/30/19 | (\$5,000) | \$0 | \$0 |
| GFS - Group B (FO-NW) | | N/A | N/A | 334.04.90 | 01/01/18 | 06/30/18 | 07/01/17 | 06/30/19 | \$5,000 | | |
| FY2 Group B Programs for DW (FO-NW) | | Amd 3 | N/A | 334.04.90 | 07/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | \$10,000 | \$10,000 | \$15,000 |
| FY1 Group B Programs for DW (FO-NW) | | Amd 3 | N/A | 334.04.90 | 01/01/18 | 06/30/18 | 07/01/17 | 06/30/19 | \$5,000 | \$5,000 | |
| State Drug User Health Program | | Amd 16 | N/A | 334.04.91 | 07/01/20 | 12/31/20 | 07/01/19 | 06/30/21 | \$34,535 | \$34,535 | \$152,740 |
| State Drug User Health Program | | Amd 9 | N/A | 334.04.91 | 07/01/19 | 06/30/20 | 07/01/19 | 06/30/21 | \$69,070 | \$69,070 | |
| State Drug User Health Program | | Amd 7 | N/A | 334.04.91 | 01/01/19 | 06/30/19 | 07/01/18 | 06/30/19 | \$4,866 | \$49,135 | |
| State Drug User Health Program | | Amd 6 | N/A | 334.04.91 | 01/01/19 | 06/30/19 | 07/01/18 | 06/30/19 | \$44,269 | | |
| State HIV CS/End AIDS WA | | Amd 7 | N/A | 334.04.91 | 01/01/19 | 06/30/19 | 07/01/17 | 06/30/19 | \$3,750 | \$11,250 | \$18,750 |
| State HIV CS/End AIDS WA | | Amd 6 | N/A | 334.04.91 | 01/01/19 | 06/30/19 | 07/01/17 | 06/30/19 | \$7,500 | | |
| State HIV CS/End AIDS WA | | Amd 6 | N/A | 334.04.91 | 10/01/18 | 12/31/18 | 07/01/17 | 06/30/19 | \$7,500 | \$7,500 | |
| State HIV Prevention | | Amd 6 | N/A | 334.04.91 | 07/01/18 | 12/31/18 | 07/01/17 | 06/30/19 | \$4,866 | \$60,186 | \$73,936 |
| State HIV Prevention | | Amd 5 | N/A | 334.04.91 | 07/01/18 | 12/31/18 | 07/01/17 | 06/30/19 | \$41,570 | | |
| State HIV Prevention | | N/A | N/A | 334.04.91 | 07/01/18 | 12/31/18 | 07/01/17 | 06/30/19 | \$13,750 | | |
| State HIV Prevention | | N/A | N/A | 334.04.91 | 01/01/18 | 06/30/18 | 07/01/17 | 06/30/19 | \$13,750 | \$13,750 | |
| FY20/21 COVID-19 Disaster Response Acct | | Amd 14 | N/A | 334.04.92 | 01/20/20 | 12/31/20 | 01/01/20 | 06/30/21 | \$262,082 | \$262,082 | \$262,082 |

Whatcom County Health Department

EXHIBIT B-16
ALLOCATIONS
Contract Term: 2018-2020

Contract Number: CLH18267
Date: May 15, 2020

Indirect Rate as of January 2018: 20.49% Human Services; 20.03% All Other Programs

| Chart of Accounts Program Title | Federal Award Identification # | Amend # | CFDA* | BARS Revenue Code** | Statement of Work Funding Period | | DOH Use Only Chart of Accounts Funding Period | | Amount | Funding Period Sub Total | Chart of Accounts Total |
|---|--------------------------------|---------------|------------|---------------------|----------------------------------|----------|---|----------|-----------------|--------------------------|-------------------------|
| | | | | | Start Date | End Date | Start Date | End Date | | | |
| SFY2 Lead Environments of Children | | Amd 8 | N/A | 334.04.93 | 07/01/18 | 06/30/19 | 07/01/18 | 06/30/19 | (\$3,000) | \$0 | \$3,000 |
| SFY2 Lead Environments of Children | | Amd 4 | N/A | 334.04.93 | 07/01/18 | 06/30/19 | 07/01/18 | 06/30/19 | \$3,000 | | |
| SFY1 Lead Environments of Children | | Amd 1 | N/A | 334.04.93 | 01/01/18 | 06/30/18 | 07/01/17 | 06/30/18 | \$3,000 | \$3,000 | |
| SFY21 Marijuana Education | | Amd 9 | N/A | 334.04.93 | 07/01/20 | 12/31/20 | 07/01/20 | 06/30/21 | \$409,588 | \$409,588 | \$819,176 |
| SFY20 Marijuana Education | | Amd 9 | N/A | 334.04.93 | 07/01/19 | 06/30/20 | 07/01/19 | 06/30/20 | \$409,588 | \$409,588 | |
| SFY19 Marijuana Tobacco Edu | | Amd 3 | N/A | 334.04.93 | 07/01/18 | 06/30/19 | 07/01/18 | 06/30/19 | \$409,588 | \$409,588 | \$670,910 |
| SFY18 Marijuana Tobacco Edu | | Amd 3 | N/A | 334.04.93 | 01/01/18 | 06/30/18 | 07/01/17 | 06/30/18 | \$81,528 | \$261,322 | |
| SFY18 Marijuana Tobacco Edu | | N/A | N/A | 334.04.93 | 01/01/18 | 06/30/18 | 07/01/17 | 06/30/18 | \$179,794 | | |
| Rec Shellfish/Biotoxin | | Amd 16 | N/A | 334.04.93 | 07/01/19 | 12/31/20 | 07/01/19 | 06/30/21 | \$13,000 | \$29,000 | \$57,500 |
| Rec Shellfish/Biotoxin | | Amd 12, 16 | N/A | 334.04.93 | 07/01/19 | 12/31/20 | 07/01/19 | 06/30/21 | \$5,000 | | |
| Rec Shellfish/Biotoxin | | Amd 9, 16 | N/A | 334.04.93 | 07/01/19 | 12/31/20 | 07/01/19 | 06/30/21 | \$11,000 | | |
| Rec Shellfish/Biotoxin | | Amd 8 | N/A | 334.04.93 | 01/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | \$8,000 | \$28,500 | |
| Rec Shellfish/Biotoxin | | Amd 6 | N/A | 334.04.93 | 01/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | \$3,000 | | |
| Rec Shellfish/Biotoxin | | Amd 3 | N/A | 334.04.93 | 01/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | \$500 | | |
| Rec Shellfish/Biotoxin | | N/A | N/A | 334.04.93 | 01/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | \$17,000 | | |
| FFY20 Swim Beach Act Grant IAR (ECY-ALEA) | | Amd 15 | N/A | 334.04.96 | 03/01/20 | 10/31/20 | 12/15/19 | 12/14/20 | \$6,840 | \$6,840 | \$6,840 |
| FPHS Funding for LHJs | | Amd 10 | N/A | 336.04.25 | 07/01/20 | 12/31/20 | 07/01/19 | 06/30/21 | \$120,699 | \$120,699 | \$362,097 |
| FPHS Funding for LHJs | | Amd 10 | N/A | 336.04.25 | 07/01/19 | 06/30/20 | 07/01/19 | 06/30/21 | \$120,699 | \$120,699 | |
| FPHS Funding for LHJs Dir | | Amd 3 | N/A | 336.04.25 | 07/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | \$120,699 | \$120,699 | |
| YR 20 SRF - Local Asst (15%) (FS) SS | | Amd 3 | N/A | 346.26.64 | 01/01/18 | 12/31/18 | 07/01/15 | 12/31/18 | (\$10,200) | \$0 | \$0 |
| YR 20 SRF - Local Asst (15%) (FS) SS | | N/A, Amd 3 | N/A | 346.26.64 | 01/01/18 | 12/31/18 | 07/01/15 | 12/31/18 | \$10,200 | | |
| YR 21 SRF - Local Asst (15%) (FS) SS | | Amd 10 | N/A | 346.26.64 | 01/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | (\$2,000) | \$2,800 | \$2,800 |
| YR 21 SRF - Local Asst (15%) (FS) SS | | Amd 6, 10 | N/A | 346.26.64 | 01/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | \$1,600 | | |
| YR 21 SRF - Local Asst (15%) (FS) SS | | Amd 3, 6, 10 | N/A | 346.26.64 | 01/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | \$3,200 | | |
| YR 22 SRF - Local Asst (15%) (FO-NW) SS | | Amd 15 | N/A | 346.26.64 | 01/01/19 | 12/31/20 | 01/01/19 | 06/30/21 | (\$4,600) | \$4,000 | \$4,000 |
| YR 22 SRF - Local Asst (15%) (FO-NW) SS | | Amd 12 | N/A | 346.26.64 | 01/01/19 | 12/31/20 | 01/01/19 | 06/30/21 | \$6,600 | | |
| YR 22 SRF - Local Asst (15%) (FO-NW) SS | | Amd 11, 12 | N/A | 346.26.64 | 01/01/19 | 12/31/20 | 01/01/19 | 06/30/21 | \$400 | | |
| YR 22 SRF - Local Asst (15%) (FO-NW) SS | | Amd 10, 12 | N/A | 346.26.64 | 01/01/19 | 12/31/20 | 01/01/19 | 06/30/21 | \$1,600 | | |

Whatcom County Health Department

EXHIBIT B-16
ALLOCATIONS
Contract Term: 2018-2020

Contract Number: CLH18267
Date: May 15, 2020

Indirect Rate as of January 2018: 20.49% Human Services; 20.03% All Other Programs

| Chart of Accounts Program Title | Federal Award Identification # | Amend # | CFDA* | BARS Revenue Code** | Statement of Work Funding Period | | DOH Use Only Chart of Accounts Funding Period | | Amount | Funding Period Sub Total | Chart of Accounts Total |
|---|--------------------------------|------------------|-------|---------------------|----------------------------------|----------|---|----------|--------------------|--------------------------|-------------------------|
| | | | | | Start Date | End Date | Start Date | End Date | | | |
| Sanitary Survey Fees (FO-NW) SS State | | Amd 15 | N/A | 346.26.65 | 01/01/18 | 12/31/20 | 07/01/17 | 06/30/21 | (\$4,600) | \$6,800 | \$6,800 |
| Sanitary Survey Fees (FO-NW) SS-State | | Amd 12 | N/A | 346.26.65 | 01/01/18 | 12/31/20 | 07/01/17 | 06/30/21 | \$6,600 | | |
| Sanitary Survey Fees (FO-NW) SS-State | | Amd 11, 12 | N/A | 346.26.65 | 01/01/18 | 12/31/20 | 07/01/17 | 06/30/21 | \$400 | | |
| Sanitary Survey Fees (FO-NW) SS-State | | Amd 10, 12 | N/A | 346.26.65 | 01/01/18 | 12/31/20 | 07/01/17 | 06/30/21 | (\$400) | | |
| Sanitary Survey Fees (FO-NW) SS-State | | Amd 6, 12 | N/A | 346.26.65 | 01/01/18 | 12/31/20 | 07/01/17 | 06/30/21 | \$1,600 | | |
| Sanitary Survey Fees (FO-NW) SS-State | | Amd 3, 6, 12 | N/A | 346.26.65 | 01/01/18 | 12/31/20 | 07/01/17 | 06/30/21 | (\$7,000) | | |
| Sanitary Survey Fees (FO-NW) SS-State | | N/A, Amd 3, 6, 1 | N/A | 346.26.65 | 01/01/18 | 12/31/20 | 07/01/17 | 06/30/21 | \$10,200 | | |
| YR 20 SRF - Local Asst (15%) (FS) TA | | Amd 3 | N/A | 346.26.66 | 01/01/18 | 12/31/18 | 07/01/15 | 12/31/18 | (\$4,000) | \$0 | \$0 |
| YR 20 SRF - Local Asst (15%) (FS) TA | | N/A, Amd 3 | N/A | 346.26.66 | 01/01/18 | 12/31/18 | 07/01/15 | 12/31/18 | \$4,000 | | |
| YR 21 SRF - Local Asst (15%) (FS) TA | | Amd 10 | N/A | 346.26.66 | 01/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | (\$4,000) | \$2,000 | \$2,000 |
| YR 21 SRF - Local Asst (15%) (FS) TA | | Amd 6, 10 | N/A | 346.26.66 | 01/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | \$2,000 | | |
| YR 21 SRF - Local Asst (15%) (FS) TA | | Amd 3, 6, 10 | N/A | 346.26.66 | 01/01/18 | 06/30/19 | 07/01/17 | 06/30/19 | \$4,000 | | |
| YR 22 SRF - Local Asst (15%) (FO-NW) TA | | Amd 15 | N/A | 346.26.66 | 01/01/19 | 12/31/20 | 01/01/19 | 06/30/21 | (\$2,000) | \$4,000 | \$4,000 |
| YR 22 SRF - Local Asst (15%) (FO-NW) TA | | Amd 12 | N/A | 346.26.66 | 01/01/19 | 12/31/20 | 01/01/19 | 06/30/21 | \$4,000 | | |
| YR 22 SRF - Local Asst (15%) (FO-NW) TA | | Amd 10, 12 | N/A | 346.26.66 | 01/01/19 | 12/31/20 | 01/01/19 | 06/30/21 | \$2,000 | | |
| TOTAL | | | | | | | | | \$4,928,000 | \$4,928,000 | |
| Total consideration: | \$4,519,158 | | | | | | | | | GRAND TOTAL | \$4,928,000 |
| | \$408,842 | | | | | | | | | | |
| GRAND TOTAL | \$4,928,000 | | | | | | | | | Total Fed | \$2,456,369 |
| | | | | | | | | | | Total State | \$2,471,631 |

*Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit C-14 Schedule of Federal Awards

AMENDMENT #15

Date: May 15, 2020

WHATCOM COUNTY HEALTH DEPT-SWV0002425-01
 CONTRACT CLH18267 - Whatcom County Health Department
 CONTRACT PERIOD: 01/01/2018-12/31/2020

| Chart of Accounts Program Title | BARS | DOH Federal Award Date | Total Amt Federal Award | Allocation Period | | Contract Amt | CFDA | CFDA Program Title | Federal Agency Name | Federal Award Identification Number | Federal Grant Award Name |
|--|-----------|------------------------------|-------------------------------|-------------------|----------|--------------|--------|---|--|--|--|
| FFY21 USDA WIC PROGRAM MGMT CSS | 333.10.55 | NGA Not Received | NGA Not Received | 10/01/20 | 12/31/20 | \$69,165 | 10.557 | Special Supplemental Nutrition Program for Women, Infants, and Children | Department of Agriculture Food and Nutrition Service | NGA Not Received | NGA Not Received |
| FFY20 USDA WIC PROGRAM MGMT CSS | 333.10.55 | 10/01/19 | \$6,161,312 | 10/01/19 | 09/30/20 | \$276,660 | 10.557 | Special Supplemental Nutrition Program for Women, Infants, and Children | Department of Agriculture Food and Nutrition Service | 207WAWA7W1003 | WOMEN, INFANTS AND CHILDREN |
| FFY19 CSS USDA WIC PROGRAM MGMT | 333.10.55 | 10/01/17 | \$40,101,357 | 10/01/18 | 09/30/19 | \$276,660 | 10.557 | Special Supplemental Nutrition Program for Women, Infants, and Children | Department of Agriculture Food and Nutrition Service | 187WAWA7W1003 | WOMEN, INFANTS AND CHILDREN |
| FFY18 CSS USDA WIC PROGRAM MGMT | 333.10.55 | 10/02/17 | \$27,576,710 | 01/01/18 | 09/30/18 | \$283,695 | 10.557 | Special Supplemental Nutrition Program for Women, Infants, and Children | Department of Agriculture Food and Nutrition Service | 187WAWA7W1003 | USDA-WIC ADMIN |
| FFY18 CSS USDA BF PEER COUNSELING | 333.10.55 | 10/01/17 | \$1,318,273 | 01/01/18 | 09/30/18 | \$19,139 | 10.557 | Special Supplemental Nutrition Program for Women, Infants, and Children | Department of Agriculture Food and Nutrition Service | 187WAWA1W5003 | WOMEN, INFANTS AND CHILDREN |
| FFY18 CSS USDA FMNP PROG MGMT | 333.10.57 | 10/01/17 | \$86,117 | 01/01/18 | 09/30/18 | \$350 | 10.572 | WIC Farmers' Market Nutrition Program (FMNP) | Department of Agriculture Food and Nutrition Service | 187WAWA7Y8604 | COMMODITY ASSISTANCE PROGRAM |
| PS SSI 1-5 BEACH TASK 4 | 333.66.12 | 08/02/16 | \$9,200,000 | 03/01/18 | 10/31/20 | \$14,350 | 66.123 | Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program | Environmental Protection Agency Region 10 | 01J18001 | PUGET SOUND SHELLFISH STRATEGIC INITIATIVE LEAD |
| FFY19 SWIMMING BEACH ACT GRANT IAR (ECY) | 333.66.47 | 12/01/18 | \$91,991 | 03/01/19 | 10/31/19 | \$8,500 | 66.472 | Beach Monitoring and Notification Program Implementation Grants | Environmental Protection Agency Office of Water | 01J49701 | MARINE SWIMMING BEACH MONITORING AND PUBLIC NOTIFICATION |
| FFY18 SWIMMING BEACH ACT GRANT IAR (ECY) | 333.66.47 | 12/15/17 | \$91,990 | 03/01/18 | 10/31/18 | \$8,500 | 66.472 | Beach Monitoring and Notification Program Implementation Grants | Environmental Protection Agency Office of Water | 00J75501 | MARINE SWIMMING BEACH MONITORING AND PUBLIC NOTIFICATION |
| FFY19 PHEP BP1 LHJ FUNDING | 333.93.06 | 06/29/19 | \$11,307,904 | 07/01/19 | 06/30/20 | \$156,138 | 93.069 | Public Health Emergency Preparedness | Department of Health and Human Services Centers for Disease Control and Prevention | NU90TP922043 | PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT |
| FFY18 EPR PHEP BP1 SUPP LHJ FUNDING | 333.93.06 | 08/01/18 | \$11,062,782 | 07/01/18 | 06/30/19 | \$156,137 | 93.069 | Public Health Emergency Preparedness | Department of Health and Human Services Centers for Disease Control and Prevention | NU90TP921889-01 | HOSPITAL PREPAREDNESS PROGRAM AND PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT |
| FFY17 EPR PHEP BP1 LHJ FUNDING | 333.93.06 | 07/18/17 | \$11,062,782 | 01/01/18 | 06/30/18 | \$95,357 | 93.069 | Public Health Emergency Preparedness | Department of Health and Human Services Centers for Disease Control and Prevention | NU90TP921889-01 | HPP AND PHEP COOPERATIVE AGREEMENT |
| FFY21 VFC OPS | 333.93.26 | NGA Not Received | NGA Not Received | 07/01/20 | 12/31/20 | \$6,735 | 93.268 | Immunization Cooperative Agreements | Department of Health and Human Services Centers for Disease Control and Prevention | NGA Not Received | NGA Not Received |
| FFY21 PPHF OPS | 333.93.26 | NGA Not Received | NGA Not Received | 07/01/20 | 12/31/20 | \$500 | 93.268 | Immunization Cooperative Agreements | Department of Health and Human Services Centers for Disease Control and Prevention | NGA Not Received | NGA Not Received |

Exhibit C-14 Schedule of Federal Awards

AMENDMENT #15

Date: May 15, 2020

WHATCOM COUNTY HEALTH DEPT-SWV0002425-01
 CONTRACT CLH18267 - Whatcom County Health Department
 CONTRACT PERIOD: 01/01/2018-12/31/2020

| Chart of Accounts Program Title | BARS | DOH Federal Award Date | Total Amt Federal Award | Allocation Period | | Contract Amt | CFDA | CFDA Program Title | Federal Agency Name | Federal Award Identification Number | Federal Grant Award Name |
|--|-----------|------------------------------|-------------------------------|-------------------|----------|--------------|--------|--|--|--|--|
| FFY20 VFC OPS | 333.93.26 | 07/01/19 | \$9,234,835 | 07/01/19 | 06/30/20 | \$13,470 | 93.268 | Immunization Cooperative Agreements | Department of Health and Human Services Centers for Disease Control and Prevention | NH23IP922619 | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM |
| FFY20 PPHF OPS | 333.93.26 | 07/01/19 | \$9,234,835 | 07/01/19 | 06/30/20 | \$1,000 | 93.268 | Immunization Cooperative Agreements | Department of Health and Human Services Centers for Disease Control and Prevention | NH23IP922619 | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PROGRAM |
| FFY17 VFC OPS | 333.93.26 | 03/03/17 | \$1,201,605 | 01/01/18 | 06/30/18 | \$5,569 | 93.268 | Immunization Cooperative Agreements | Department of Health and Human Services Centers for Disease Control and Prevention | 5NH23IP000762-05-00 | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM |
| FFY17 PPHF OPS | 333.93.26 | 06/29/18 | \$3,634,512 | 07/01/18 | 06/30/19 | \$1,000 | 93.268 | Immunization Cooperative Agreements | Department of Health and Human Services Centers for Disease Control and Prevention | NH23IP000762 | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM |
| FFY17 INCREASING IMMUNIZATION RATES | 333.93.26 | 06/29/18 | \$1,722,443 | 07/01/18 | 06/30/19 | \$13,470 | 93.268 | Immunization Cooperative Agreements | Department of Health and Human Services Centers for Disease Control and Prevention | NH23IP000762 | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM |
| FFY17 AFIX | 333.93.26 | 03/03/17 | \$1,672,289 | 01/01/18 | 06/30/18 | \$11,279 | 93.268 | Immunization Cooperative Agreements | Department of Health and Human Services Centers for Disease Control and Prevention | 5NH23IP000762-05-00 | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM |
| FFY17 317 OPS | 333.93.26 | 03/03/17 | \$575,969 | 01/01/18 | 06/30/18 | \$3,121 | 93.268 | Immunization Cooperative Agreements | Department of Health and Human Services Centers for Disease Control and Prevention | 5NH23IP000762-05-00 | IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM |
| FFY19 COVID CARES | 333.93.32 | 04/23/20 | \$22,581,799 | 06/01/20 | 12/31/20 | \$354,072 | 93.323 | Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)-Building and Strengthening Epidemiology, Laboratory and | Department of Health and Human Services Centers for Disease Control and Prevention | NU50CK000515 | EPIDEMIOLOGY & LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)-BUILDING & STRENGTHENING EPIDEMIOLOGY, LABORATORY & |
| FFY20 CDC COVID-19 CRISIS RESP LHJ-TRIBE | 333.93.35 | 03/16/20 | \$13,230,799 | 01/20/20 | 12/31/20 | \$287,918 | 93.354 | Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis | Department of Health and Human Services Centers for Disease Control and Prevention | NU90TP922069 | CDC COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE CDC-RFA-TP18-1802 |
| FFY16 PPHF ADOLESCENT AFIX | 333.93.73 | 08/29/16 | \$500,000 | 01/01/18 | 08/31/18 | \$2,600 | 93.733 | Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure & Performance - Financed in part by | Department of Health and Human Services Centers for Disease Control and Prevention | 1NH23IP922562-01-00 | PPHF 2016: INCREASING HPV VACCINE COVERAGE BY STRENGTHENING ADOLESCENT AFIX ACTIVITIES, FUNDED IN PART BY 2016 |
| FFY20 MCHBG LHJ CONTRACTS | 333.93.99 | 11/14/18 | \$2,225,977 | 10/01/19 | 09/30/20 | \$142,176 | 93.994 | Maternal and Child Health Services Block Grant to the States | Department of Health and Human Services Health Resources and Services Administration | B04MC32578 | MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT |
| FFY19 MCHBG LHJ CONTRACTS | 333.93.99 | 11/14/18 | \$2,225,977 | 10/01/18 | 09/30/19 | \$142,176 | 93.994 | Maternal and Child Health Services Block Grant to the States | Department of Health and Human Services Health Resources and Services Administration | B04MC32578 | MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT |
| FFY18 MCHBG LHJ CONTRACTS | 333.93.99 | 10/20/17 | \$1,650,528 | 01/01/18 | 06/30/18 | \$106,632 | 93.994 | Maternal and Child Health Services Block Grant to the States | Department of Health and Human Services Health Resources and Services Administration | B04MC31524 | MATERNAL AND CHILD HEALTH SERVICES |
| TOTAL | | | | | | \$2,456,369 | | | | | |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-315

| | | | | | |
|----------------------|---|---------------------|---------------------------|----------------------|--------------|
| File ID: | AB2020-315 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/23/2020 | Entered by: | SBatdorf@co.whatcom.wa.us | | |
| Department: | Parks and Recreation Department | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | Final Action: | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Point Roberts Park & Recreation District Number 1 for use of Lighthouse Marine Park to establish a kayak program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This interlocal agreement authorizes the Point Roberts Park & Recreation District No. 1 to establish a kayak program at Lighthouse Marine Park. The program would be open to Whatcom County residents and funded and operated by the park district.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memorandum, Interlocal Agreement

WHATCOM COUNTY

Parks & Recreation


3373 Mount Baker Highway
Bellingham, WA 98226-9097



Michael G. McFarlane, Director
Christ Thomsen, Operations Manager

MEMORANDUM

TO: Executive Sadhu and Members of the Council

FROM: Michael McFarlane, Director 

DATE: July 22nd, 2020

RE: Interlocal Agreement- Point Roberts Park & Recreation District No. 1
Kayak Program

Please find an interlocal agreement between Whatcom County and Point Roberts Park & Recreation District No. 1 for a kayak program's to be staged at Lighthouse Marine Park. The program would be open to Whatcom County residents and is funded and operated by the park district.


I would urge your approval.

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

| | |
|---|--|
| Originating Department: | Parks |
| Division/Program: (i.e. Dept. Division and Program) | Administration |
| Contract or Grant Administrator: | Michael McFarlane |
| Contractor's / Agency Name: | Point Roberts Park & Recreation District Number 1 |
| 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): _____ Contract Cost Center: _____ | |
| Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>N/A</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: Interlocal agreement between Whatcom County and Point Roberts Park & Recreation District No. 1 for use of Lighthouse Marine Park for a Kayak Program | |
| Term of Contract: 17 Months | Expiration Date: 12/31/22 |

| | | |
|-------------------|--|---------------|
| Contract Routing: | 1. Prepared by: Michael McFarlane | Date: 7/16/20 |
| | 2. Attorney signoff:  | Date: 7/20/20 |
| | 3. AS Finance reviewed: BRAD BENJETT BY EMAIL MSG | Date: 7/22/20 |
| | 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: |

INTERLOCAL AGREEMENT FOR POINT ROBERTS PARK & RECREATION DISTRICT KAYAK PROGRAM AT LIGHTHOUSE MARINE PARK

WHATCOM COUNTY, through its **PARKS & RECREATION DEPARTMENT**, hereinafter referred to as "**The County**" whose principal office is located at 3373 Mount Baker Highway, Bellingham, Washington 98226, and **THE POINT ROBERTS PARK & RECREATION DISTRICT NUMBER 1**, hereinafter referred to as "**The District**," whose local address is P.O. Box 156, Point Roberts Washington 98281, hereby enter into an agreement as authorized per RCW 39.34, for the operation of a kayak program at Lighthouse Maine Park, 811 Marine Drive, Point Roberts, Washington 98281, for the **sole purpose** of providing a public kayak program to the public.

IT IS MUTUALLY AGREED as follows:

COUNTY RESPONSIBILITIES

The County shall make available to the District a designated parking area at Lighthouse Marine Park at no cost and under such conditions as are hereinafter set forth. The District will rent Kayaks and may provide instructions and classes on their use during regular park hours.

The County shall allow the District to collect reasonable fees and charges related to its kayak programming costs.

DISTRICT RESPONSIBILITIES

The District shall pay for all costs and provide all labor associated with the operation, maintenance, repair of its kayak program and equipment when on park property, including performing and documenting safety inspections.

The District is solely responsible for the operation, scheduling, rental and use of its program and equipment at the park.

The District shall assume all responsibility and liability for the program, its participants and equipment. All equipment will be removed from the park at the end of each season.

The District shall require all participants and renters sign a waiver of liability acceptable to Whatcom County and provide the County a copy of each.

The District shall indemnify, defend, save and hold harmless Whatcom County, its authorized agents, elected officials, employees and volunteers, from all claims, costs, damages or expenses of any nature whatsoever arising out of or in connection with the operation of the program and equipment by the District.

The District shall designate, and report to the Parks Director the name of an individual(s) who shall act as a qualified coordinator of all District activities at Lighthouse Maine Park. This individual shall be the person with whom the Parks staff will work on day-to-day matters of operation and

maintenance of the program at the park.

The District shall provide the County a written report of all accidents, damage, or injury that occurs immediately or no later than 24-hours after the accident, damage or injury. The written report shall provide sufficient details of the incident, including the date, time, circumstances, and nature of the injury or damage, and the name of the injured party, witnesses, and the District's employee or agent present at the time of the incident. The written report shall be submitted to the Whatcom County Parks & Recreation Department Office

The District shall not interfere with normal, customary use of Lighthouse Marine Park by the visiting public.

The District will maintain its equipment and immediate area where stored at the park in a neat, clean, safe and sanitary manner at all times.

District agrees to not discriminate and shall make its programs and activities at the park available to all Whatcom County residents. The District will provide to the County an annual report on its activities, attendees and use of Lighthouse Maine Park.

TERM

The term of this Agreement shall commence on July ____, 2020 and expires December 31st, 2022. Provided, it may be amended or terminated at any time by mutual written agreement of both parties, and may be terminated by either party upon 60 days written notice to the other party.

FEES

The District shall pay all fees, utilities and assessments related to its use of facilities at Lighthouse Marine Park including any lease hold tax should any be required.

SUBLETTING

No subletting is permitted.

RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor/department relationship will be created by this Agreement. No agent, employee, servant, or representative of the District shall be deemed to be an employee, agent, servant or representative of the Parks & Recreation Department or Whatcom County for any purpose. Employees of the District are not entitled to any of the benefits that Whatcom County provides for its employees. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, volunteers, elected officials, servants, subcontractors or otherwise during the performance of this Agreement. In the performance of the services herein contemplated, the District is an independent contractor with the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of the Parks & Recreation Department and shall be subject to the Parks & Recreation Department's general rights, inspection and review to secure the satisfactory completion thereof.

INSURANCE

The District shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this agreement, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the District, its agents, representatives, subcontractors, volunteers or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the District without regard to this Agreement, whichever are greater.

1. Commercial General Liability

| | |
|-----------------------------------|--------------------------------|
| Property Damage | \$500,000.00, per occurrence |
| General Liability & bodily injury | \$1,000,000.00, per occurrence |
| Annual Aggregate | \$2,000,000.00 |

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

| |
|--|
| \$1, 000,000.00 Minimum, per occurrence |
| \$2,000,000.00 Minimum, Annual Aggregate |

District shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If District owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

All insurance policies shall provide coverage on an occurrence basis.

Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on District's and District's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the District and subcontractor(s), whichever is greater.

Primary and Non-contributory Insurance. District shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or

participated in by the County shall be excess and non- contributory to District's insurance.

Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit District to enter into a pre-loss agreement to waive subrogation without an endorsement, then District agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the District enter into such a waiver of subrogation on a pre-loss basis.

Review of and Revision of Policy Provisions. Upon request, the District shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.

Verification of Coverage/Certificates and Endorsements. The District shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the agreement. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the District must submit the certificate and endorsements required in this Agreement to the County prior to the commencement of any work or activity on the County Property. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this Agreement, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County Property, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. District shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

No Limitation on Liability. The insurance maintained under this Agreement shall not in any manner limit the liability or qualify the liabilities or obligations of the District to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.

Payment Conditioned on Insurance and Failure to Maintain Insurance. Use of the County Property by the District is expressly conditioned upon the District's compliance with all insurance requirements. Failure on the part of the District to maintain the insurance as required shall constitute a material breach of contract. Use of the County Property by the District may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the District to correct the breach, immediately terminate the Agreement or, at its discretion.

Workers' Compensation. The District shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Districts' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

Failure of the District to take out and/or maintain required insurance shall not relieve the District or subcontractors from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the District were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the District's insurance requirements under this Contract.

Availability of District's Limits. If the District maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the District, irrespective of whether such limits maintained by the District are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the District.

Insurance for Subcontractors. If the District subcontracts (if permitted in the agreement) any portion of this Agreement, the District shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the District in this Agreement and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

The District agrees District's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.

INDEMNIFICATION BY DISTRICT

To the fullest extent permitted by law, the District agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal

injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the District, its employees, agents or volunteers or District's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the District's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification shall be effective regardless of whether or not District's act or omission caused, in whole or in part, the claims, damages, losses or expenses. This indemnification obligation of the District shall not apply in the limited circumstance where the claims, damages, losses or expenses are caused by the sole negligence of the County. This indemnification obligation of the District 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 District hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the District are a material inducement to County to enter into this Agreement, are reflected in the District's use of County Property, and have been mutually negotiated by the parties.

District's initials acknowledging indemnity terms: 

Participation by County – No Waiver. 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 District's indemnity obligations under this Agreement.

Survival of Provider's Indemnity Obligations. The District agrees all District's indemnity obligations shall survive the completion, expiration or termination of this Agreement

COMPLIANCE WITH LAWS

The District agrees to comply with all federal, state, and municipal laws, rules and regulations that are now effective or in the future become applicable to the District's business, equipment, and personnel engaged in activity covered by this Agreement or accruing out of the performance of those activities.

NON-WAIVER OF BREACH

The failure of the Parks & Recreation Department 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 instance 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.

EXTENT OF AGREEMENT

The Agreement contains all the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

MODIFICATION

No change or addition to this Agreement shall be valid or binding upon either party unless such

change or addition be in writing, executed by both parties.

VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and 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. Furthermore, any cause of action arising out of this Agreement shall be filed in the Superior Court of Whatcom County.

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 provisions 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. If it should appear that any provision herein is in conflict with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be modified to conform to such statutory provision.

DATED this 8th day of July, 2020

FOR WHATCOM COUNTY

Barry Buchanan, Council Chair

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

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

Given under my hand and official seal this _____ day of _____, 20____.

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


WHATCOM COUNTY PARKS & RECREATION
DEPARTMENT

Michael G. McFarlane, Director

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

FOR POINT ROBERTS PARK & RECREATION DISTRICT NUMBER 1

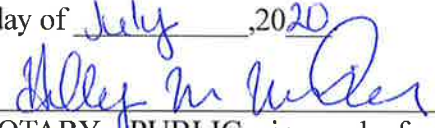

Bennett Blaustein, Chair

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day of July 8th, 2020, before me personally appeared Bennett Blaustein, to me known to be the Chair of the Point Roberts Park & Recreation District No. 1 and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this 8 day of July, 2020




NOTARY PUBLIC in and for the State of
Washington, residing at 480 Tye Dr. Point Roberts, WA
My appointment expires: 12/01/2021



Kayak Safety Tips

Here are a few basic
safety tips to remember
when Kayaking

1. Always wear a life jacket
2. Dress for the weather conditions. Cold water can lead to hypothermia
3. Choose appropriate paddling conditions. Strong waves and wind can make paddling difficult.
4. Practice re-entering the your kayak from the water. If you should overturn your boat then it is essential to be able to get back into it.
5. Know the rules of the road when paddling around other vessels



About Kayak Day Use

You are taking on the responsibility and liability for using the kayaks. Please follow all rules and safety procedures

Restrictions on use:

1. Only day use allowed
2. You must kayak with a buddy (no solo Kayaking)
3. Stay within the waters around Point Roberts
4. Access restricted to registered users
5. Kayaks and equipment must be locked up



To Apply:

Email a request to:

kayak.ppr@gmail.com

Or visit our website at:

www.pprparkdistrict.org

Point Roberts Park & Recreation 2020 Kayak Program



The boats are free to
use for the season
after signing up for
the program



This program is located
at Lighthouse Park

Thank you for signing up for the Point Roberts Park and Recreation District Kayak Program! In order to take a kayak out, you must read and sign the following documents and provide a copy of your driver's license or a print-out from a Whatcom County website showing you are a resident of Whatcom County or a property owner in Point Roberts, WA.

KAYAK PROGRAM RULES:

1) Buddy System

Anyone using a district kayak must go out with another adult in a second kayak. The kayak can be one of the district's kayaks or an individual kayak, but the individual must also sign up for the program. The phone number of your buddy must be provided at the time of scheduling.

2) Washington Waters Only

Kayakers must stay in Washington waters and not enter Canadian waters. Kayakers may not take kayaks to the mainland or islands of Washington State.

3) Replace Kayaks as You Found Them

Please inspect the kayak for damage before taking it out and returning it. Let our staff know if any damage is discovered before you leave or is caused upon your return. Also, when taking out and returning a kayak out, be sure to secure the lock.

4) Accidents and Rescue

If you are involved in an accident or a rescue, no matter how minor, you must report the incident to our staff and other authorities as required.

5) PFD and Sound Device

Each person onboard the kayak must wear a properly fitted Coast Guard approved life jacket at all times while in the kayak. A sound producing device must be worn as well, such as a whistle or air horn.

6) Guests

If you take a guest or a minor out on a 2-person kayak this person must sign this program package/waiver. If your guest is a minor, their parent or guardian must sign the waiver on the minor's behalf.

7) Age

You must be at least 18 years old to take out a kayak. Anyone under 18 may accompany an adult in a 2-person kayak.

PRINTED NAME:

SIGNATURE: _____

DATE: _____

SAFETY:

Kayaking can be a hazardous activity that can result in severe injury or death. Safety preparations and precautions are the sole responsibility of the kayaker. We highly recommend doing extensive research before you take the kayak out and consider taking online or in-person kayak safety courses.

The following are suggested safety tips to follow when kayaking:

- Check with NOAA or other websites for local tides, current and weather prior to your departure. Visit tidesandcurrents.noaa.gov and nws.noaa.gov/om/marine/home.htm
- Stay within 200 feet of shore. Doing so can significantly reduce your chances of getting blown off shore by strong winds or getting stuck in a strong current.
- Boats create a wave behind them when they move, called a wake. The larger the boat the larger the wake. Always keep an eye out for wakes as the boat that created the wake can be long gone by the time it hits you. Wakes from ferries are especially hazardous; do not attempt to enter or exit the water while a wake is breaking on shore at the boat launch.
- Keep your cell phone or handheld VHF radio in a waterproof bag such as a ziplock. Call 911 in an emergency or use channel 16 on VHF.
- Look at a nautical chart of the local area before you depart to familiarize yourself with your surroundings.
- Prepare for changes in weather and the possibility of a capsize. If paddling in cold water, a wetsuit or drysuit can keep you warm and comfortable. In warm weather, a long sleeve shirt can provide sun protection. Invest in appropriate clothing for your climate. Dress for the day.
- Beware of off-shore winds that make it difficult to return to shore. Consider starting your journey upwind so that your return will be easier with the wind at your back.
- Know and follow the boating rules for Washington state.
- Never mix alcohol or drugs (prescription or non-prescription) with boating.
- Never exceed the weight capacity of your boat and always check your equipment for wear and tear before you paddle.

- Seek qualified instruction to learn proper paddling techniques, water safety and basic first aid.
- Brush up on self-rescue such as a safety roll, first in calm, warm, shallow water, and again in more extreme conditions.
- Wearing your lifejacket will help keep your head above water and add insulation to your body, keeping you warmer in cold water. There are great PFDs designed specifically for paddlers.
- Tell someone your paddle plan, which includes: where you are going, what you will be doing, how long you expect to be gone and how many people are in your party. Then stick to your plan.
- Stay hydrated. Always bring plenty of water and food.
- When paddling in a new area, check with the locals regarding currents, shoreline conditions and weather patterns. Plan an "escape" route - an alternative place to get off the water should environmental conditions dictate it.
- Equipment recommended for your comfort can include a backrest, scupper stoppers to keep your cockpit drier, and dry bags are important for storing gear. You can also buy accessories for navigating such as a handheld GPS.
- Other useful equipment could include a compass, maps and tidal charts, extra food and water, dry bags, spare paddle or paddle leash, paddle float, bilge pump, boat sponge, flares/signaling device, tow line, first aid kit and sunscreen.
- Suggested clothing includes a sunhat, sunglasses, paddle jacket and a base layer. For colder weather consider quick dry clothing, a wet or dry suit, gloves and pogies.

PRINTED NAME:

SIGNATURE: _____ **DATE:** _____

WAIVER OF LIABILITY:

I hereby acknowledge that participating in this kayaking program and these kayaking activities presents a risk of personal injury, death, damage or loss of personal property which may result from my participation, and as such, I hereby acknowledge and recognize the existence of these risks, and assume all risks completely, and agree to the following:

I agree to assume all risks of property damage, illness, personal or physical injury, or death. I hereby agree to hold harmless and release Whatcom County, its departments, Whatcom County Parks & Recreation Department and Point Roberts Park and Recreation District #1, its officials, agents, employees and volunteers and other parties involved from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and /or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting or arising out of my participation in this event. This waiver includes myself, all of my family members, representatives, heirs and descendants forever from seeking any legal action whatsoever against Whatcom County, Point Roberts Park and Recreation District #1, its departments, officials, employees, officers, designees, agents and volunteers. No oral representations, statements or inducements, apart from the foregoing written agreement have been made. I enter into this agreement freely, voluntarily and knowingly. Whatcom County does not waive, and specifically reserves the right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Title 4 of the Revised Code of Washington.

PRINTED NAME (include name of minor if taking a 2-person kayak for whom you are signing on behalf of):

SIGNATURE: _____ **DATE:** _____

SIGNATURE OF MINOR'S PARENT or GUARDIAN: _____ **DATE:** _____



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-317

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|--------------|
| File ID: | AB2020-317 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/23/2020 | Entered by: | JThomson@co.whatcom.wa.us | | |
| Department: | Health Department | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Commerce to provide resources to prevent, prepare for, and respond to the COVID-19 pandemic among individuals and families who are homeless or receiving homeless assistance, in the amount of \$494,112

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed grant agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: WA State Department of Commerce – CARES Act Emergency Solutions Grant – COVID 19 (ESG-CV)

DATE: July 23, 2020

Attached is a contract between Whatcom County and the Washington State Department of Commerce for your review and signature.

- **Background and Purpose**

The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) provided a supplemental appropriation of Homeless Assistance Grants under the Emergency Solutions Grant (ESG-CV). ESG-CV funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance. The funds will also support additional homeless assistance and homeless prevention activities to mitigate the impacts of the Coronavirus.

- **Funding Amount and Source**

This contract provides \$494,112 in funding through June 30, 2022 from the Washington State Department of Commerce. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

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

Encl.



| | | | |
|---|--|--|--|
| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. _____ | |
| Originating Department: | | 85 Health | |
| Division/Program: (i.e. Dept. Division and Program) | | 8550 Human Services / 855040 Housing | |
| Contract or Grant Administrator: | | Kathleen Roy | |
| Contractor's / Agency Name: | | WA State Department of Commerce | |
| Is this a New Contract? | If not, is this an Amendment or Renewal to an Existing Contract? | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: | | |
| Does contract require Council Approval? | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If No, include WCC: _____ |
| Already approved? Council Approved Date: | | (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | |
| Is this a grant agreement? | If yes, grantor agency contract number(s): | | CFDA#: 14.231 |
| Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | | |
| Is this contract grant funded? | If yes, Whatcom County grant contract number(s): | | |
| Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| Is this contract the result of a RFP or Bid process? | Contract Cost Center: | | 122800 |
| Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | If yes, RFP and Bid number(s): | | |
| Is this agreement excluded from E-Verify? | No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> | If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: | | | |
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | | | |
| <input type="checkbox"/> Contract work is for less than \$100,000. | | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | |
| <input type="checkbox"/> Contract work is for less than 120 days. | | <input type="checkbox"/> Work related subcontract less than \$25,000. | |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): | | 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. | |
| \$ 494,112 | | | |
| This Amendment Amount: | | | |
| \$ | | | |
| Total Amended Amount: | | | |
| \$ | | | |
| Summary of Scope: This grant provides funding for homeless assistance and prevention activities in response to the COVID-19 pandemic. | | | |
| Term of Contract: | 2 Years | | Expiration Date: 06/30/2022 |
| Contract Routing: | 1. Prepared by: | JT | Date: 07/15/2020 |
| | 2. Attorney signoff: | KR | Date: 07/20/2020 |
| | 3. AS Finance reviewed: | MC | Date: 07/23/2020 |
| | 4. IT reviewed (if IT related): | | Date: |
| | 5. Contractor approved: | | Date: |
| | 6. Submitted to Exec.: | | Date: |
| | 7. Council approved (if necessary): | | Date: |
| | 8. Executive signed: | | Date: |
| | 9. Original to Council: | | Date: |



Grant Agreement with

Whatcom County Health Department

through

Community Services and Housing Division
Housing Assistance Unit

For

Emergency Solutions Grant – COVID 19 (ESG-CV)

Start date: July 1, 2020

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Attachment A, Scope of Work

Attachment B, Budget

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Emergency Solutions Grant – COVID 19 (ESG-CV)**

| | | | |
|--|--|--|---------------------------------------|
| 1. Grantee Whatcom County Health Department 509 GIRARD ST BELLINGHAM, WA 98225-4005 | | 2. Grantee Doing Business As (optional) N/A | |
| 3. Grantee Representative Barbara Johnson-Vinna Housing Specialist (360) 778-6046 bjjohnso@co.whatcom.wa.us | | 4. COMMERCE Representative Kim Murillo Grant Manager (360) 725-2763 kim.murillo@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525 | |
| 5. Grant Amount \$494,112.00 | 6. Funding Source Federal: X State: Other: N/A: | | 7. Start Date July 1, 2020 |
| 8. End Date June 30, 2022 | | | |
| 9. Federal Funds (as applicable) \$494,112.00 | Federal Agency: HUD | CFDA Number: 14.231 | Indirect Rate (if applicable): |
| 10. Tax ID # XXXXXXXXXXXXXXXX | 11. SWV # SWV0002425-01 | 12. UBI # 371010246 | 13. DUNS # N/A |
| 14. Grant Purpose This grant provides resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19. | | | |
| COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Guidelines for the Emergency Solutions Grant – COVID 19 (ESG-CV) Program. | | | |
| FOR GRANTEE  _____ Signature Erika Lautenbach, Director _____ Print Name and Title 07/16/2020 _____ Date | | FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE | |

DEPARTMENT APPROVAL

Approved by email AD/JT
Anne Deacon, Human Services Manager

07/16/2020
Date

WHATCOM COUNTY

SATPAL SIDHU
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

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

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

My Commission expires: _____

APPROVED AS TO FORM

Approved by email RB/JT
Royce Buckingham, Prosecuting Attorney

07/20/2020
Date

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

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

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

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

2. GRANT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the approved Budget – Attachment B for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work and the Guidelines for ESG-CV. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

4. BILLING PROCEDURES AND PAYMENT

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number **20-4613C-129**. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

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

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

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

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

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

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

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

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

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

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

Local Government Grantees that Participate in a Self-Insurance Program

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

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

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

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

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Emergency Solutions Grant COVID 19 (ESG-CV) Guidelines
- HEARTH ESG Interim Rule

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

5. AMENDMENTS

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

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

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

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

8. ATTORNEYS’ FEES

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

9. AUDIT

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

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

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

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

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due

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notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the program subject to this Agreement including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding and/or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

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

13. COPYRIGHT PROVISIONS

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

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

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

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

14. DISPUTES

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

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and

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- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

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

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

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

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

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

15. DUPLICATE PAYMENT

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

16. GOVERNING LAW AND VENUE

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

17. INDEMNIFICATION

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

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

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

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

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

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

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

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20. INDUSTRIAL INSURANCE COVERAGE

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

21. LAWS

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

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

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

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

25. PAY EQUITY

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

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

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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

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

26. POLITICAL ACTIVITIES

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

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

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

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

29. RECAPTURE

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

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

30. RECORDS MAINTENANCE

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

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

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

31. REGISTRATION WITH DEPARTMENT OF REVENUE

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

32. RIGHT OF INSPECTION

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

33. SAVINGS

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

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34. SEVERABILITY

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

35. SITE SECURITY

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

36. SUBGRANTING/SUBCONTRACTING

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

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

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

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

37. SURVIVAL

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

38. TAXES

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

39. TERMINATION FOR CAUSE

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

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

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

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

40. TERMINATION FOR CONVENIENCE

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

41. TERMINATION PROCEDURES

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

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

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

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

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

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42. TREATMENT OF ASSETS

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

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

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

43. WAIVER

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

Scope of Work

The Grantee will use the funds awarded under this contract to administer grant activities per the Emergency Solutions Grant – COVID 19 (ESG-CV) Guidelines and per the Budget as outlined in Attachment B.

Budget

| Budget | Total |
|--------------------|--------------|
| Admin | \$34,588.00 |
| Shelter Operations | \$459,524.00 |
| Total | \$494,112.00 |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-318

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2020-318 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/23/2020 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | | Final Action: |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Fire Protection District #7 to cover the costs for students to attend the paramedic training program in the amount of \$218,640

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff memo, Interlocal Agreement



MEMORANDUM

To: Whatcom County Council Members
From: Mike Hilley, EMS Manager
Subject: Interlocal Agreement for the provision of the Paramedic Training Program
Date: July 10, 2020

BACKGROUND:

In 2019, paramedic students recommended from Bellingham Fire Department (BFD) and Fire Protection District #7 (FD7) participated in a joint EMS Paramedic training course funded through the EMS Levy. A second paramedic training class was initiated in January, 2020. The interlocal agreements were drafted for participation by three agencies.

Bellingham Fire Department
Fire Protection District #7
North Whatcom Fire Authority (NWFA)

This interlocal agreement is between Whatcom County and Fire District 7 to compensate for the paramedic training programs costs associated with student wages and preceptor and evaluation fees.

FUNDING SOURCE:

The paramedic training program is funded through the EMS Levy as approved by Council in the biennial budget process.

ACTION:

Request authority to enter into the interlocal agreement between Whatcom County and Fire District 7 for the provision of Paramedic Training.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

| | |
|---|--------------------------|
| Originating Department: | Executive Office |
| Division/Program: (i.e. Dept. Division and Program) | EMS Administration |
| Contract or Grant Administrator: | Mike Hilley, EMS Manager |
| Contractor's / Agency Name: | Fire District 7 |

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

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

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

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

Is this contract the result of a RFP or Bid process? Contract
Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: 130110

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

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

| | |
|--|---|
| Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>109,320.</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: This agreement covers the costs for students to attend the paramedic training program.

| | |
|----------------------------|---------------------------|
| Term of Contract: 1/1/2020 | Expiration Date: 12/31/23 |
|----------------------------|---------------------------|

| | | |
|-------------------|---|-------------------------|
| Contract Routing: | 1. Prepared by: <u>tw</u> | Date: <u>01/31/2020</u> |
| | 2. Attorney signoff: <u>Christopher Quinn</u> | Date: <u>7/10/2020</u> |
| | 3. AS Finance reviewed: <u>BBennett</u> | Date: <u>07/10/2020</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: _____ |

INTERLOCAL AGREEMENT FOR PARAMEDIC TRAINING

This Interlocal Agreement for Paramedic Training ("Agreement") is made and entered into this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and Fire Protection District No. 7 a municipal corporation, hereinafter referred to as the 'District', the County and the District are the only parties to this Agreement and may be referred to collectively as "Parties" hereinafter.

RECITALS

WHEREAS, the Parties consider it to be in the best interest of the citizens they serve to explore and collaborate wherever feasible to improve efficiency and service delivery; and

WHEREAS, the County is the governmental entity that assumes responsibility to ensure a unified administration and integrated operation of ALS services on a county-wide basis; and

WHEREAS, the Parties desire to enter into this Agreement for the payment of paramedic student training as provided herein; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. OBLIGATIONS OF THE PARTIES.

The goal of the Parties is to work cooperatively with each other as well as the EOB and TAB to facilitate coordinated county-wide paramedic ambulance services. Each party's responsibilities in furtherance of this goal are identified as follows:

DISTRICT

- a) The District shall recommend students who have tested for the paramedic training program consistent with the annual Training Budget.
- b) The District shall recommend and ensure that the recommended paramedic student agrees to a five (5) year commitment to work as a Paramedic in the Whatcom County EMS System.
- c) The District will provide preceptor, instruction and patient contact time for their recommended Paramedic students.

COUNTY

- a) The County, as the administrator of the county-wide EMS system, shall be responsible for making Paramedic Training available to all county fire agencies and departments.
- b) The County shall pay the paramedic student wages as outlined in the Exhibit A, Training Budget.
- c) The County will cover the costs for the student equipment such as books, labs and other learning materials which will be provided directly to the students through the program facilitator.

2. IMPRACTICABILITY AND FORCE MAJEURE.

Neither the County nor the ALS Service Providers shall be required to perform any obligation to the extent the performance or the provision of such becomes impracticable as a result of a cause or causes outside of the reasonable control of the County or ALS Service Providers, or to the extent the performance of such requires the County or ALS Providers to violate applicable laws, rules or regulations or result in the breach of any license, permit or applicable contract. The obligations of the County and ALS Service Providers under this Agreement are subject to conditions of force majeure, including an act of God, act of a public enemy, war, revolution, riot, or any other cause which is not reasonably within the control of the County or ALS Service Providers.

3. COMPENSATION AND METHOD OF PAYMENT

As consideration for the costs associated with the Paramedic Training Program as set forth in this Agreement, the County shall reimburse the District upon receipt of eligible costs associated with the Paramedic Training Program as defined in this Section and further described in Attachment A, Budget.

The County agrees to reimburse the District up to total of up to \$103,000 for each Fire District paramedic student's wages while participating in the paramedic training program consistent with Exhibit "A", 2020 Paramedic Training Budget. The District will provide quarterly paramedic training activity reports upon request. The District shall submit written claims on a monthly basis for reimbursement. Claims will be supported by payroll summaries identifying employee, hours worked and amount of compensation. The County will reimburse up to \$103,000 of payroll costs per student. The County reimbursements will be within 30 days of receipt of an accurate and complete monthly claim. Monthly claims are to be submitted to the County Executive Office.

4. CONTRACT REOPENER

- a. The Parties may mutually agree to re-open the contract for renegotiation of any of its terms based on changed circumstances.
- b. This Agreement will be reopened at either the County's request or the District's request if the County requests changes in the means, methods, or scope of services identified in the budget that have financial implications. The scope of the reopener shall be limited to addressing the financial implications and the specific request that raises financial implications.

5. EFFECTIVE DATE, DURATION, WITHDRAWAL AND TERMINATION

This Agreement shall be effective on date of signature by all Parties, and shall apply retroactively to January 1, 2020 for the purposes as described above and shall continue through and including December 31, 2023, in accordance with each year's approved Paramedic Training Budget described in Exhibit C and as agreed to by both Parties.

Following notice of termination, the terms and conditions contained herein shall continue in full force and effect for the remaining term of the Agreement. The Parties covenant to work cooperatively and in good faith under the terms and conditions expressed herein after one party has given the other parties a written notice of termination.

6. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA)

The Parties agree that protected health information shall be used and maintained as set forth in the Business Associate Agreement attached hereto as Exhibit B in order to ensure compliance

with HIPAA. The ALS Service Providers shall also comply with all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.

7. COMPLIANCE WITH LAWS

The Parties, in performance of this Agreement, agree to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

8. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

The County and the District are equal opportunity employers. The District agrees that they shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The District shall take such action with respect to this Agreement as may be required to ensure full compliance with state and federal law. The District shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Agreement.

9. RELATIONSHIP OF PARTIES

The Parties hereto recognize and agree that they are independent governmental entities. Except as expressly provided for herein, nothing in the Agreement shall be construed to limit the discretion of the governing bodies of each party.

Neither party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of the other party for any reason. This Agreement shall not be construed or interpreted such that either party hereto is held to be an agent of the other party.

10. DISPUTE RESOLUTION, JURISDICTION, AND VENUE

- a. In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting.
- b. In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the terms of the Agreement, the Parties agree that mediation will be a condition precedent to any litigation. The Parties agree to jointly select a mediator. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of five (5) mediators from a reputable non-Whatcom County dispute resolution organization and alternately strike mediators on that list until one remains. The Parties agree to share equally in the cost of mediation.
- c. In the event that mediation is unsuccessful and litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be Skagit County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is 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.

11. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

12. INDEMNIFICATION; HOLD HARMLESS

All services to be rendered or performed by each Party under this Agreement shall be performed or rendered entirely at each Party's own risk, as to third-party claims based on such services. Each Party ("Indemnifying Party") expressly agrees to indemnify and hold harmless each other Party and all of its officers, agents, employees ("Indemnified Party"), from any and all liability, loss or damage including reasonable costs of defense that the Indemnified Party may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments

against the Indemnified Party or any person which result from or arise out of the services performed by the Indemnifying Party under this Agreement; provided, that no Party is entitled to the protection of this section when the liability at issue has resulted exclusively from the errors or omissions of such Party, its officers, agents, or employees.

13. SEVERABILITY

- a. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- b. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision. If there is a judicial finding of illegality or conflict as set forth in this Section, and such finding materially frustrates either Party's intent with respect to this Agreement, the Party disadvantaged by the finding may cause this Agreement to be reopened for negotiation, with 60 days advance written notice. The negotiation shall be limited to reinstating the Parties to their respective positions as if the finding had not occurred.

14. ENTIRE AGREEMENT

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by all Parties. All Parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. The Parties agree that this Agreement supersedes any previous agreement between the Parties regarding the services and obligations set forth herein.

15. NOTICES

All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given when delivered personally, sent by facsimile, sent by a nationally recognized overnight

delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

WHATCOM COUNTY
c/o COUNTY EXECUTIVE
311 GRAND AVENUE
BELLINGHAM, WASHINGTON 98225

FIRE PROTECTION DISTRICT NO. 7
c/o FIRE CHIEF
P.O. BOX 1599
FERNDAL, WASHINGTON 98248

WHATCOM COUNTY:
Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

Executed this ____ day of _____, 2020, for FIRE PROTECTION DISTRICT #7.

Mike Murphy, Board Chair

Attest:

Board Secretary

EXHIBIT "A"

PM Training Contract Exhibit A

Individual Paramedic Student Costs

| | <u>Per Student</u> | <u>Description</u> | <u>Students</u> | <u>Cost</u> |
|----------------|--------------------|---|-----------------|------------------|
| Student Wage | \$103,000 | Class and patient contact hours | 2 | \$206,000 |
| Preceptor Fees | \$5,000 | Assigned Student Paramedic Preceptors | 2 | \$10,000.00 |
| Evaluation | \$1,320 | Formal Evaluation Reports (\$22 x 60 evals per students | 2 | \$2,640.00 |
| Total | | | | \$218,640 |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-319

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2020-319 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/23/2020 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | | Final Action: |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and North Whatcom Fire Authority to cover the costs for students to attend the paramedic training program in the amount of \$206,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Interlocal Agreement

MEMORANDUM

To: Whatcom County Council Members
From: Mike Hilley, EMS Manager
Subject: Interlocal Agreement for the provision of the Paramedic Training Program
Date: July 10, 2020

BACKGROUND:

In 2019, paramedic students recommended from Bellingham Fire Department (BFD) and Fire Protection District #7 (FD7) participated in a joint EMS Paramedic training course funded through the EMS Levy. A second paramedic training class was initiated in January, 2020. The interlocal agreements were drafted for participation by three agencies.

Bellingham Fire Department
Fire Protection District #7
North Whatcom Fire Authority (NWFA)

This interlocal agreement is between Whatcom County and North Whatcom Fire Authority to compensate for the paramedic training programs costs associated with student wages and preceptor and evaluation fees.

FUNDING SOURCE:

The paramedic training program is funded through the EMS Levy as approved by Council in the biennial budget process.

ACTION:

Request authority to enter into the interlocal agreement between Whatcom County and North Whatcom Fire Authority for the provision of Paramedic Training.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

| | | | | | | | | | |
|---|--|---|--|--|---|---|---|---|--|
| Originating Department: | Executive Office | | | | | | | | |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> | EMS Administration | | | | | | | | |
| Contract or Grant Administrator: | Mike Hilley, EMS Manager | | | | | | | | |
| Contractor's / Agency Name: | North Whatcom Fire Authority | | | | | | | | |
| 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 #: _____ | | | | | | | | | |
| 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 type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 130110 | | | | | | | | | |
| 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: <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 checked="" 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 checked="" 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 checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | | | | | | | | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ 103,000 per student This Amendment Amount: \$ _____ Total Amended Amount: \$ _____ | Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. | | | | | | | | |
| Summary of Scope: This agreement covers the costs for students to attend the paramedic training program. | | | | | | | | | |
| Term of Contract: 1/1/20 | Expiration Date: 12/31/23 | | | | | | | | |

| | | |
|-------------------|---|-------------------------|
| Contract Routing: | 1. Prepared by: <u>tw</u> | Date: <u>01/31/2020</u> |
| | 2. Attorney signoff: <u>Christopher Quinn</u> | Date: <u>7/10/2020</u> |
| | 3. AS Finance reviewed: <u>BBennett</u> | Date: <u>07/10/2020</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: _____ |

INTERLOCAL AGREEMENT FOR PARAMEDIC TRAINING

This Interlocal Agreement for Paramedic Student Training ("Agreement") is made and entered into this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and WHATCOM COUNTY FIRE PROTECTION DISTRICT #21 D/B/A NORTH WHATCOM FIRE AND RESCUE, a municipal corporation, hereinafter referred to as 'NWFR.' The County and NWFR are the only parties to this Agreement and may be referred to collectively as "Parties" hereinafter.

RECITALS

WHEREAS, the Parties consider it to be in the best interest of the citizens they serve to explore and collaborate wherever feasible to improve efficiency and service delivery; and

WHEREAS, the County is the governmental entity that assumes responsibility to ensure a unified administration and integrated operation of ALS services on a county-wide basis; and

WHEREAS, the Parties desire to enter into this Agreement for the payment of paramedic student training as provided herein; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. OBLIGATIONS OF THE PARTIES.

The goal of the Parties is to work cooperatively with each other as well as the EOB and TAB to facilitate coordinated county-wide Advanced Life Support services and training. Each party's responsibilities in furtherance of this goal are identified as follows:

NWFR

- a) NWFR shall recommend two (2) students who have tested for the paramedic training program to participate in the 2020 paramedic training program through the Bellingham Fire Department from January 9, 2020 through the completion of the training program, which is anticipated to be on or about February 1, 2021, depending on class progress, and consistent with the annual Training Budget. Upon graduation, Paramedics will be assigned to work Advanced Life Support Units in Whatcom County per the interlocal agreement between NWFR and BFD dated July 30, 2020.
- b) The Paramedic Students shall agree to serve at least (5) five years as a Firefighter/Paramedic in Whatcom County or reimburse the County for training expenses in a form acceptable to the Parties.

COUNTY

- a) The County, as the administrator of the county-wide EMS system, shall be responsible for making Paramedic Training available to all countywide Fire Agencies and Departments.
- b) The County shall pay the Paramedic Training Student wages to NWFR as outlined in the Exhibit "A", Budget.
- c) The County will cover the costs for the student equipment such as books, labs and other learning materials which will be provided directly to the students through the program facilitator.

2. IMPRACTICABILITY AND FORCE MAJEURE.

Neither the County nor NWFR shall be required to perform any obligation to the extent the performance or the provision of such becomes impracticable as a result of a cause or causes outside of the reasonable control of the County or NWFR, or to the extent the performance of such requires the County or NWFR to violate applicable laws, rules or regulations or result in the breach of any license, permit or applicable contract. The obligations of the County and NWFR under this Agreement are subject to conditions of force majeure, including an act of God, act of a public enemy, war, revolution, riot, or any other cause which is not reasonably within the control of the County or NWFR.

3. COMPENSATION AND METHOD OF PAYMENT

As consideration for the costs associated with the Paramedic Training Program as set forth in this Agreement, the County shall reimburse NWFR upon receipt of eligible costs associated with the Paramedic Training Program as defined in this Section and further described in Exhibit A, Budget.

The County agrees to reimburse NWFR up to total of \$103,000 for each NWFR paramedic student participating in the paramedic training consistent with Exhibit A, 2020 Paramedic Training Budget. NWFR will provide quarterly paramedic training activity reports upon request. NWFR shall submit written claims on a monthly basis for reimbursement. Claims will be supported by payroll summaries identifying employee, hours worked and amount of compensation. The County will reimburse up to \$103,000 of payroll costs per student. Training supplies including books, labs, equipment and learning management software for each paramedic student are provided through the county funded training program cost. The County reimbursements will be within 30 days of receipt of an accurate and complete monthly claim. Monthly claims are to be submitted to the County Executive Office.

4. CONTRACT REOPENER

- a. The Parties may mutually agree to re-open the contract for renegotiation of any of its terms based on changed circumstances.
- b. Upon thirty (30) days' notice, this Agreement will be reopened at either the County's request or NWFR request if substantial changes in the means, methods, or scope of services identified in Exhibit "A" that have significant financial implications. The scope of the reopener shall be limited to addressing the financial implications and the specific request that raises financial implications.

5. EFFECTIVE DATE, DURATION, WITHDRAWAL AND TERMINATION

This Agreement shall be effective on date of signature by all Parties, and shall apply retroactively to January 1, 2020 for the purposes as described above and shall continue through and including February 1, 2021.

The Parties covenant to work cooperatively and in good faith under the terms and conditions expressed herein after one party has given the other parties a written notice of termination.

6. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA)

The Parties agree that protected health information shall be used and maintained in order to ensure compliance with HIPAA. The ALS Service Providers and Fire Departments shall also comply with all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.

7. COMPLIANCE WITH LAWS

The Parties, in performance of this Agreement, agree to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

8. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

The Parties are equal opportunity employers. The Parties agree that they shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The Parties shall take such action with respect to this Agreement as may be required to ensure full compliance with state and federal law. The Parties shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Agreement.

9. RELATIONSHIP OF PARTIES

The Parties hereto recognize and agree that they are independent governmental entities. Except as expressly provided for herein, nothing in the Agreement shall be construed to limit the discretion of the governing bodies of each party.

Neither party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of

the other party for any reason. This Agreement shall not be construed or interpreted such that either party hereto is held to be an agent of the other party.

10. DISPUTE RESOLUTION, JURISDICTION, AND VENUE

- a. In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting.
- b. In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the terms of the Agreement, the Parties agree that mediation will be a condition precedent to any litigation. The Parties agree to jointly select a mediator. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of five (5) mediators from a reputable non-Whatcom County dispute resolution organization and alternately strike mediators on that list until one remains. The Parties agree to share equally in the cost of mediation.
- c. In the event that mediation is unsuccessful and litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be Whatcom County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is 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.

11. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

12. INDEMNIFICATION; HOLD HARMLESS

All services to be rendered or performed by each Party under this Agreement shall be performed or rendered entirely at each Party's own risk, as to third-party claims based on such services. Each Party ("Indemnifying Party") expressly agrees to indemnify and hold harmless each other

Party and all of its officers, agents, employees ("Indemnified Party"), from any and all liability, loss or damage including reasonable costs of defense that the Indemnified Party may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the Indemnified Party or any person which result from or arise out of the services performed by the Indemnifying Party under this Agreement; provided, that no Party is entitled to the protection of this section when the liability at issue has resulted exclusively from the errors or omissions of such Party, its officers, agents, or employees.

13. SEVERABILITY

- a. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- b. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision. If there is a judicial finding of illegality or conflict as set forth in this Section, and such finding materially frustrates either Party's intent with respect to this Agreement, the Party disadvantaged by the finding may cause this Agreement to be reopened for negotiation, with 60 days advance written notice. The negotiation shall be limited to reinstating the Parties to their respective positions as if the finding had not occurred.

14. ENTIRE AGREEMENT

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by all Parties. All Parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. The Parties agree that this Agreement supersedes any previous agreement between the Parties regarding the services and obligations set forth herein.

15. NOTICES

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

WHATCOM COUNTY
c/o COUNTY EXECUTIVE
311 GRAND AVENUE
BELLINGHAM, WASHINGTON 98225

NORTH WHATCOM FIRE & RESCUE
c/o FIRE CHIEF
4142 BRITTON LOOP ROAD
BELLINGHAM, WASHINGTON 98226

16. ASSIGNMENT

The County shall not assign any portion of this Agreement. NWFR shall not assign any portion of this Agreement without the written consent of the County, which, to the extent practical, shall be sought in writing by NWFR not less than forty-five (45) days prior to the date of any proposed assignment. The County agrees that it will not unreasonably withhold such consent.

17. RECORDING

A copy of this Agreement shall be filed with the Whatcom County Auditor or posted on the website of either Party.

18. NO BENEFIT TO THIRD PARTIES

This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.

19. NEUTRAL AUTHORSHIP

Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties, and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Executed this ____ day of _____, 2020, for WHATCOM COUNTY.

Satpal Sidhu, County Executive

Approved as to form:

County Civil Deputy Prosecuting Attorney

Executed this ____ day of _____, 2020, for North Whatcom Fire & Rescue.

Fire Chief Jason Vanderveen

EXHIBIT A

BUDGET

| PM Training Contract Exhibit A | | | | |
|------------------------------------|-------------|---------------------------------|------------------|----------|
| Individual Paramedic Student Costs | | | | |
| | Per Student | Description | Cost Per Student | Students |
| Student Wage | \$103,000 | Class and patient contact hours | \$206,000 | 2 |
| Total | | | \$206,000 | |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-320

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2020-320 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/23/2020 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | | Final Action: |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and Bellingham Fire Department to cover the costs for students to attend the paramedic training program including class administration costs and supplies in the amount of \$642,503.07

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Interlocal agreement



MEMORANDUM

To: Whatcom County Council Members
From: Mike Hilley, EMS Manager
Subject: Interlocal Agreement for the provision of the Paramedic Training Program
Date: July 10, 2020

BACKGROUND:

In 2019, paramedic students recommended from Bellingham Fire Department (BFD) and Fire Protection District #7 (FD7) participated in a joint EMS Paramedic training course funded through the EMS Levy. A second paramedic training class was initiated in January, 2020. The interlocal agreements were drafted for participation by three agencies.

Bellingham Fire Department
Fire Protection District #7
North Whatcom Fire Authority (NWFA)

This interlocal agreement is between Whatcom County and Bellingham Fire Department to compensate for the paramedic training programs costs associated with administering the class, the acquisition of all classroom equipment and materials for the students recommended by all three agencies, the preceptor and evaluation fees for both the BFD and NWFA paramedic students and finally, for the Bellingham Fire Department student wages.

FUNDING SOURCE:

The paramedic training program is funded through the EMS Levy as approved by Council in the biennial budget process.

ACTION:

Request authority to enter into the interlocal agreement between Whatcom County and Bellingham Fire Department for the provision of Paramedic Training.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

| | |
|---|---|
| Originating Department: | Executive Office |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> | EMS Administration |
| Contract or Grant Administrator: | Mike Hilley, EMS Manager |
| Contractor's / Agency Name: | City of Bellingham Fire Department |
| Is this a New Contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If not, is this an Amendment or Renewal to an Existing Contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ | |
| Does contract require Council Approval? <input checked="" type="checkbox"/> Yes <input 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ | |
| Is this contract grant funded? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): _____ | |
| Is this contract the result of a RFP or Bid process? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 130110 | |
| Is this agreement excluded from E-Verify? <input type="checkbox"/> 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 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): \$ 642,503.07 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____ | Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |
| Summary of Scope: This agreement covers the costs for students to attend the paramedic training program including BFD student wages, class administration costs and supplies, equipment for the entire program and each student. | |
| Term of Contract: 1/1/20 | Expiration Date: 12/31/23 |

| | | |
|-------------------|--|------------------|
| Contract Routing: | 1. Prepared by: twh | Date: 01/31/2020 |
| | 2. Attorney signoff: Christopher Quinn | Date: 07/24/2020 |
| | 3. AS Finance reviewed: Brad Bennett | Date: 07/24/2020 |
| | 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: _____ |

INTERLOCAL AGREEMENT FOR PARAMEDIC TRAINING

This Interlocal Agreement for Paramedic Training ("Agreement") is made and entered into this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and the CITY OF BELLINGHAM a municipal corporation, hereinafter referred to as the 'City', the County and the City are the only parties to this Agreement and may be referred to collectively as "Parties" hereinafter.

RECITALS

WHEREAS, the Parties consider it to be in the best interest of the citizens they serve to explore and collaborate wherever feasible to improve efficiency and service delivery; and

WHEREAS, the County is the governmental entity that assumes responsibility to ensure a unified administration and integrated operation of ALS services on a county-wide basis; and

WHEREAS, the Parties desire to enter into this Agreement for the payment of paramedic student training as provided herein; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. OBLIGATIONS OF THE PARTIES.

The goal of the Parties is to work cooperatively with each other as well as the EOB and TAB to facilitate coordinated county-wide paramedic ambulance services. Each party's responsibilities in furtherance of this goal are identified as follows:

CITY

- a) The City shall recommend students who have tested for the paramedic training program consistent with the annual Training Budget.
- b) The City shall recommend and ensure that the recommended paramedic student agrees to a five (5) year commitment to work as a Paramedic in the Whatcom County EMS System.
- c) The City will purchase all of the required books, labs, equipment and learning management software subscriptions for **each** of the recommended paramedic students participating in the class.
- d) The City will provide preceptor, instruction and patient contact time for their recommended Paramedic students and the two Paramedic students participating from North Whatcom Fire Authority.
- e) Upon graduation, Paramedics will be assigned to work Advanced Life Support Units in Whatcom County per the interlocal agreement between NWFR and BFD dated July 30, 2020.

COUNTY

- a) The County, as the administrator of the county-wide EMS system, shall be responsible for making Paramedic Training available to all county fire agencies and departments.
- b). The County shall pay the Paramedic Training Program costs as outlined in the Training Budget including equipment, materials, books for each student participating in the program.

2. IMPRACTICABILITY AND FORCE MAJEURE.

Neither the County nor the City shall be required to perform any obligation to the extent the performance or the provision of such becomes impracticable as a result of a cause or causes outside of the reasonable control of the County or City, or to the extent the performance of such requires the County or City to violate applicable laws, rules or regulations or result in the breach of any license, permit or applicable contract. The obligations of the County and City under this Agreement are subject to conditions of force majeure, including an act of God, act of a public enemy, war, revolution, riot, or any other cause which is not reasonably within the control of the County or City.

3. COMPENSATION AND METHOD OF PAYMENT

As consideration for the costs associated with the Paramedic Training Program as set forth in this Agreement, the County shall reimburse the City upon receipt of eligible costs associated with the Paramedic Training Program as defined in this Section and further described in Attachment A, Budget.

The County agrees to reimburse the City a total of up to \$115,670 for each City Fire Department paramedic student participating in the paramedic training consistent with Attachment A, 2020 Paramedic Training Budget. The County will reimburse the City a total of \$6,320 for the preceptor and evaluation fees incurred for each of the North Whatcom Fire Authority paramedic students. The City will provide quarterly paramedic training activity reports upon request. The City shall submit written claims on a monthly basis for reimbursement. Claims will be supported by payroll summaries identifying employee, hours worked and amount of compensation. The County will reimburse up to \$103,000 of payroll costs per student. The County will reimburse up to \$6,350 for training supplies including books, labs, equipment and learning management software for each paramedic student participating in the program. The County reimbursements will be within 30 days of receipt of an accurate and complete monthly claim. Monthly claims are to be submitted to the County Executive Office.

4. CONTRACT REOPENER

- a. The Parties may mutually agree to re-open the contract for renegotiation of any of its terms based on changed circumstances.
- b. This Agreement will be reopened at either the County's request or the City's request if the County requests changes in the means, methods, or scope of services identified in the budget that have financial implications. The scope of the reopener shall be limited to addressing the financial implications and the specific request that raises financial implications.

5. EFFECTIVE DATE, DURATION, WITHDRAWAL AND TERMINATION

This Agreement shall be effective on date of signature by all Parties, and shall apply retroactively to January 1, 2020 for the purposes as described above and shall continue through and including December 31, 2023, in accordance with each year's approved Paramedic Training Budget and as agreed to by both Parties.

Following notice of termination, the terms and conditions contained herein shall continue in full force and effect for the remaining term of the Agreement. The Parties covenant to work cooperatively and in good faith under the terms and conditions expressed herein after one party has given the other parties a written notice of termination.

6. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA)

The Parties agree that protected health information shall be used and maintained as set forth in the Business Associate Agreement attached hereto as Exhibit B in order to ensure compliance with HIPAA. The City shall also comply with all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.

7. COMPLIANCE WITH LAWS

The Parties, in performance of this Agreement, agree to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

8. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

The County and the City are equal opportunity employers. The City agrees that they shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The City shall take such action with respect to this Agreement as may be required to ensure full compliance with state and federal law. The City shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Agreement.

9. RELATIONSHIP OF PARTIES

The Parties hereto recognize and agree that they are independent governmental entities. Except as expressly provided for herein, nothing in the Agreement shall be construed to limit the discretion of the governing bodies of each party.

Neither party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of the other party for any reason. This Agreement shall not be construed or interpreted such that either party hereto is held to be an agent of the other party.

10. DISPUTE RESOLUTION, JURISDICTION, AND VENUE

- a. In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting.
- b. In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the terms of the Agreement, the Parties agree that mediation will be a condition precedent to any litigation. The Parties agree to jointly select a mediator. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of five (5) mediators from a reputable non-Whatcom County dispute resolution organization and alternately strike mediators on that list until one remains. The Parties agree to share equally in the cost of mediation.
- c. In the event that mediation is unsuccessful and litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be Skagit County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is 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.

11. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

12. INDEMNIFICATION; HOLD HARMLESS

All services to be rendered or performed by each Party under this Agreement shall be performed or rendered entirely at each Party's own risk, as to third-party claims based on such services. Each Party ("Indemnifying Party") expressly agrees to indemnify and hold harmless each other Party and all of its officers, agents, employees ("Indemnified Party"), from any and all liability, loss or damage including reasonable costs of defense that the Indemnified Party may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the Indemnified Party or any person which result from or arise out of the services performed by the Indemnifying Party under this Agreement; provided, that no Party is entitled to the protection of this section when the liability at issue has resulted exclusively from the errors or omissions of such Party, its officers, agents, or employees.

13. SEVERABILITY

- a. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- b. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision. If there is a judicial finding of illegality or conflict as set forth in this Section, and such finding materially frustrates either Party's intent with respect to this Agreement, the Party disadvantaged by the finding may cause this Agreement to be reopened for negotiation, with 60 days advance written notice. The negotiation shall be limited to reinstating the Parties to their respective positions as if the finding had not occurred.

14. ENTIRE AGREEMENT

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by all Parties. All Parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. The Parties agree that this Agreement

supersedes any previous agreement between the Parties regarding the services and obligations set forth herein.

15. NOTICES

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

WHATCOM COUNTY
c/o COUNTY EXECUTIVE
311 GRAND AVENUE
BELLINGHAM, WASHINGTON 98225

BELLINGHAM FIRE DEPARTMENT
c/o FIRE CHIEF
1800 BROADWAY
BELLINGHAM, WASHINGTON 98225

WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

City of Bellingham signature page for agreement with _____.

DATED this _____ day of _____, 2020, for the CITY OF BELLINGHAM:

Seth Fleetwood, Mayor

Attest:

Finance Director

Departmental Approval:

Approved as to Form:

Office of the City Attorney

Exhibit A

| PM Training Contract Exhibit A | | | |
|---|---|-------------------------|----------------------------|
| | | | |
| | | | |
| Individual Paramedic Student Costs | | | |
| | | | |
| | Description | Cost Per Student | Students |
| Preceptor Fees | Assigned Student Paramedic Preceptors | \$ 5,000.00 | 5 (3BFD, 2NWFA) |
| Evaluation Fee | Formal Evaluation Reports (\$22 x 60 evals per student) | \$ 1,320.00 | 5 (3BFD, 2NWFA) |
| Student Equipment | Books, Stethoscopes, calipers, IV supplies, Disposable mannequin supplies, physiology training anatomy dissection parts, Platinum Program, PALS/NRET testing, CAAHEP, Clinical Training Site visit, Safety Clothing for clinical training | \$ 6,350.00 | 7 (3BFD, 2 NWFA, and 2FD7) |
| | Sub Total | \$ 76,050.00 | |
| | | | |
| Student | Student class & patient contact hours. | \$ 103,000.00 | |
| | Sub Total | \$ 309,000.00 | 3 |
| | | | |
| Annual Program Costs | | | |
| | | | |
| | Description | Program Cost | |
| Lead Instructor | Training Coordinator | \$ 184,453.07 | |
| Class Administration | COAEMP Required Fee & Site Visit, Admin support- class schedules, software set-up/data entry/student training, program supply/equip ordering, assistance with CAEHEP accreditation process | \$ 33,000.00 | |
| Program Instructors | Physicians, College Instructors, Paramedic Instructors | \$ 40,000.00 | |
| | Sub Total | \$ 257,453.07 | |
| | GRAND TOTAL | \$ 642,503.07 | |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-321

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2020-321 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/23/2020 | Entered by: | THelms@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | | Final Action: |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Bellingham to extend the current What-Comm Agreement through 12/31/23

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Contract Info Sheet, Interlocal Agreement Amendment



MEMORANDUM

TO: Whatcom County Council

FROM: Tyler Schroeder, Deputy Executive

RE: Amendment to WHAT-COMM Interlocal Agreement

DATE: July 20, 2020

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

▪ **Background and Purpose**

The purpose of this amendment is to extend the agreement through 2023. The purpose of the agreement is to provide a mechanism whereby all Whatcom County Public Safety Agencies may combine all, or portions of their law enforcement, fire and emergency medical communications dispatching services, by the establishment of a consolidated telephone call receiving and law enforcement dispatch communications center. The extension will allow the service to continue uninterrupted for three additional years.

▪ **Funding Amount and Source**

The funding source is the EMS Levy Fund and General Fund for the Sheriff's Office portion.

▪ **Differences from Previous Contract**

Increased the contract term for three years.

Please contact Tyler Schroeder at extension 5207, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

| | |
|--|---|
| Originating Department: _____ | |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> _____ | |
| Contract or Grant Administrator: _____ | |
| Contractor's / Agency Name: _____ | |
| <p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</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?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No 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 No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency</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):</p> <p>\$ _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p> | <p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |
| Summary of Scope: _____ | |
| | |
| Term of Contract: _____ | |
| Expiration Date: _____ | |

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

**MODIFICATION TO
WHAT-COMM COMMUNICATIONS CENTER INTERLOCAL AGREEMENT
CITY CONTRACT # 2019-0510 -- COUNTY CONTRACT# 201908010**

This Modification ("Modification") is entered into by and between the **COUNTY OF WHATCOM**, a political subdivision of the State of Washington (hereinafter the "County"), and the **CITY OF BELLINGHAM**, a first class municipal corporation of the State of Washington (hereinafter the "City"), and in consideration of the mutual covenants herein, the parties agree as follows:

1. **MODIFICATION TO EXISTING AGREEMENT:** The agreement is modified in the following respect:

Section II of the agreement is hereby modified to extend the effective period of the Agreement from June 30, 2020 to December 31, 2023.

2. **TERMS AND CONDITIONS OF EXISTING AGREEMENT REMAIN THE SAME:** The parties agree that, except as specifically provided in this modification, the terms and conditions of the Agreement continue in full force and effect.

EXECUTED, this the _____ day of _____, 2020, for **COUNTY OF WHATCOM** :

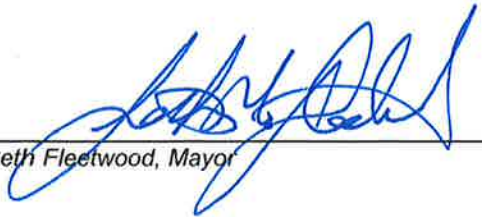
Satpal Singh Sidhu, County Executive

Approved as to Form:


K. Frakes oer email 7/15/20

Civil Deputy Prosecuting Attorney


EXECUTED, this the 26 day of June, 2020, for the CITY OF
BELLINGHAM:


Seth Fleetwood, Mayor

Departmental Approval:


Department Head

Attest:


Finance Director

Approved as to Form:


Office of the City Attorney



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-191

| | | | | | |
|----------------------|---|--------------------|-------------------------|----------------------|--------------|
| File ID: | AB2020-191 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 04/23/2020 | Entered by: | ckahle@wsu.edu | | |
| Department: | WSU Extension | File Type: | Memorandum of Agreement | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

Primary Contact Email: mwallace@wsu.edu

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington State University to continue the jointly shared costs for faculty positions and program support for WSU Extension in the amount of \$239,047 for a total amended contract amount of \$2,238,323.90

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached Memo.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Report, Memorandum of Agreement, Proposed contract

WHATCOM COUNTY

WSU Extension

1000 N Forest Street, Suite 201
Bellingham, WA 98225



Satpal Sidhu
County Executive

MEMORANDUM

TO: Satpal Sidhu
County Executive

FROM: Michael Wallace 
WSU Extension Whatcom County Department Director

RE: 2020 MOA

DATE: May 1, 2020

Enclosed is Amendment No. 22 to Contract 9909009 between Whatcom County and Washington State University.

▪ **Background and Purpose**

- Continue to share costs of faculty and educator positions in Whatcom County Extension serving Whatcom County.
- Continue cost sharing in Water Resource, Strengthening Families and Community Horticulture programs through agreements with Health Department and Public Works.

▪ **Funding Amount and Source**

- 2020 Whatcom County General Fund budget for Whatcom County WSU Extension, \$65,000 from the Health Department, Solid Waste Division, \$41,034 for the Strengthening Families program from the Health Department.

▪ **Differences from Previous Contract**

Increases are primarily supported by funds from partnering agencies as listed above.

We greatly appreciate the partnership we share with Whatcom County.

Please contact Michael Wallace, at extension 5813, if you have any questions or concerns regarding the terms of this agreement,

Encl.

Amendment No. 22
Whatcom County Contract No. 9909009
CONTRACT BETWEEN WHATCOM COUNTY AND
WASHINGTON STATE UNIVERSITY

THIS AMENDMENT is to Appendix A of the Contract between Whatcom County and Washington State University dated September 22, 1999, and designated "Whatcom County Contract No, 9909009". In consideration of the mutual benefits to be derived, the parties agree to the following:

Appendix A to this agreement is amended as set forth in the attached Amended Appendix A.

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 January 1, 2020, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Washington State University have executed this Amendment on the date and year below written.

DATED this _____ day of _____, 2020.

CONTRACTOR:

Washington State University

Daniel Nordquist, AVPRA
Office of Research Support and Operations

STATE OF WASHINGTON)
)ss.
COUNTY OF WHITMAN)

On this ____ day of _____, 2020, before me personally appeared _____ to me known to be the _____ of _____, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

WHATCOM COUNTY:

Recommended for Approval:

Approved as to form:

| | |
|----------------------|------|
| Prosecuting Attorney | Date |
|----------------------|------|

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu,
Whatcom County Executive

[illegible]

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

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

CONTRACTOR INFORMATION:

Dan G. Nordquist
AVPRA
Office of Research Support and Operations
Washington State University

Mailing Address:
ORSO
Washington State University
Pullman WA 99164-3140

Contact Name: Dan Nordquist
Contact Phone: (509) 335-9661
Contact FAX: (509) 335-1676
Contact Email: oqrd@wsu.edu

MEMORANDUM OF AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And Whatcom County
APPENDIX A

The following individuals and programs will be jointly funded under this Memorandum of Agreement through a Professional Services Contract for the period of January 1 through December 31, 2020.

| | \$ Amount for County Portion |
|---------------------------------------|---------------------------------|
| County Director / Family Programs * | \$ 28,842.00 |
| 4H Program | \$ 51,363.00 |
| Agricultural Systems Agent | \$ 26,795.00 |
| Water Resources Coordinator / Program | \$ 26,013.00 |
| Strengthening Families Program | \$ 41,034.00 |
| Community Horticulture Program | \$ 65,000.00 |
| TOTAL | \$239,047.00 |

*Includes department head responsibilities for one Extension Educator.

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2020 through December 31, 2020 to provide an extension program.

| | | | |
|---------------|-------------|----------------------|----------------------|
| Federal Funds | \$ <u>0</u> | Non-Federal Funds | \$ <u>239,047.00</u> |
| TOTAL FUNDS | | \$ <u>239,047.00</u> | |

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

Dr. Vicki McCracken Date
Director
WSU Extension

Satpal Singh Sidhu Date
County Executive

Mike Gaffney Date
Extension Director
WSU Extension

Danial G. Nordquist Date
Associate Vice President
Office of Research Support & Operations

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

| | |
|---|---|
| Originating Department: _____ | |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> _____ | |
| Contract or Grant Administrator: _____ | |
| Contractor's / Agency Name: _____ | |
| <p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</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?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No 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 No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div> <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 type="checkbox"/> Interlocal Agreement (between Governments). </div> <div> <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> | |
| <p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p> | <p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |
| Summary of Scope: _____ | |
| | |
| Term of Contract: _____ | Expiration Date: _____ |

| | | |
|-------------------|--|---|
| Contract Routing: | 1. Prepared by: _____ 2. Attorney signoff: _____ 3. AS Finance reviewed: _____ 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: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ |
|-------------------|--|---|



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-295

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|--------------|
| File ID: | AB2020-295 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/08/2020 | 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: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement between Whatcom County and Sun Community Services to lease the property known as Sun House, located at 515 E Chestnut Street in Bellingham

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Lease Agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Sun Community Services – Sun House Lease Agreement

DATE: July 14, 2020

Attached is a lease agreement between Whatcom County and Sun Community Services for your review and signature.

- **Background and Purpose**

In 1982, Whatcom County agreed to sponsor Sun Community Services for special state funding with which the County acquired a transitional housing facility for adults recovering from mental illness. The County has been leasing this building, known as Sun House, to Sun Community Services since that time and it continues to be used for the same purposes. This agreement renews the lease for an additional five year term.

- **Funding Amount and Source**

There are no funds committed or received under this lease. Council approval is required for all Whatcom County lease agreements.

Please contact Anne Deacon at extension #6054 if you have any questions regarding this agreement.

Encl.



| | | | | | | | | | | | | | | | | | | | | | |
|---|------------------|---|--|--------------------|------------------|-------------------------|------------------|------------------------------------|------------------|---------------------------------|-------|-----------------------|-------|------------------------|-------|-------------------------------------|-------|----------------------|-------|-------------------------|-------|
| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. _____ | | | | | | | | | | | | | | | | | | | |
| Originating Department: | | 85 Health | | | | | | | | | | | | | | | | | | | |
| Division/Program: (i.e. Dept. Division and Program) | | 8550 Human Services / 855040 Housing | | | | | | | | | | | | | | | | | | | |
| Contract or Grant Administrator: | | Anne Deacon | | | | | | | | | | | | | | | | | | | |
| Contractor's / Agency Name: | | Sun Community 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: N/A </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: <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). <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): \$ 0 | | 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 property owned by Whatcom County and located at 515 East Chestnut Street in Bellingham to Sun Community Services | | | | | | | | | | | | | | | | | | | | | |
| Term of Contract: 5 Years | | Expiration Date: 06/30/2025 | | | | | | | | | | | | | | | | | | | |
| Contract Routing: | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Prepared by: JT</td> <td style="width: 40%;">Date: 06/24/2020</td> </tr> <tr> <td>2. Attorney signoff: RB</td> <td>Date: 07/08/2020</td> </tr> <tr> <td>3. AS Finance reviewed: M Caldwell</td> <td>Date: 07/14/2020</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: 06/24/2020 | 2. Attorney signoff: RB | Date: 07/08/2020 | 3. AS Finance reviewed: M Caldwell | Date: 07/14/2020 | 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: |
| 1. Prepared by: JT | Date: 06/24/2020 | | | | | | | | | | | | | | | | | | | | |
| 2. Attorney signoff: RB | Date: 07/08/2020 | | | | | | | | | | | | | | | | | | | | |
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| 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: | | | | | | | | | | | | | | | | | | | | |

LEASE AGREEMENT
515 E Chestnut Street, Bellingham, WA 98225

Whatcom County Contract No.

Sun Community 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 8,
Exhibit A (Certificate of Insurance), p. 9.

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

The term of this Lease, regardless of the date(s) of signature herein, 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, 2025.

The general purpose or objective of this Agreement is to **lease property at 515 E. Chestnut Street in Bellingham, Washington**, as more fully and definitely described in General Conditions – Paragraph 0.2 for the operation of transitional housing for adults recovering from mental illness.

The maximum consideration for the term of this Agreement shall not exceed \$0.

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 _____ day of _____, 2020.

LESSEE:

Sun Community Services
515 E Chestnut Street
Bellingham, WA 98225

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

Denise Yorston, Executive Director

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:

Sun Community Services
515 E Chestnut Street
Bellingham, WA 98225

GENERAL CONDITIONS

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

0.1 Nature of Lease

In 1979 legislation designated as Referendum 37 was enacted by the State of Washington which provided funding for land acquisition, construction or renovation of buildings, and purchase of equipment for the care, training, and rehabilitation of persons with sensory, physical or mental handicaps. Sun Community Services (Lessee) developed a project utilizing these funds, and on September 4, 1980, the Whatcom County Council, by Resolution No. 80-54, agreed to accept the rights and responsibilities of sponsorship in accordance with Chapter 275 – 150 WAC, and pursuant to the provisions of SHB 740 and HB 1483; this document provides for the lease of said facility

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: The Southeasterly 70 feet of Lots 9 and 10, Block 93, "Map of the Town of New Whatcom", according to the plat thereof, recorded in Volume 1 of Plats, Page 24, in the Auditor's Office of said county and state. Commonly known as 515 E Chestnut Street, Bellingham, WA 98225. Lessor is fee simple title owner of this property.

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 shall be that of a community home for adults recovering from mental illness. Failure of Lessee to perform this type of business on the property, or cessation of such services, or carrying on other uses or activities without first obtaining a lease modification with Lessor'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 reasonable hours of operation, suitable services and tariff charges in keeping with recognized standards of the trade. Failure of Lessee to so serve the public shall be considered a breach of this clause and thereby constitute a cause for default.

By this Lease, the parties acknowledge and understand that the Lessor leases this property to Lessee as a non-profit organization and that Lessee is not a residential tenant of said premises. It is acknowledged and understood by the parties that the Lessee will provide temporary shelter and/or transitional housing to homeless individuals, however the County Lessor has no residential landlord-tenant relationship with the Lessee or occupying parties under this Lease Agreement. Lessee is required to comply with all Federal, State, municipal and local laws, regulations, licensing, and permit requirements which apply to operating a shelter/transitional housing facility.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Under the provisions of Referendum 37 Funding Grant, the previous lease of the property was for a fixed term of years sufficient to amortize the State's interest in the facility. This facility has been occupied since 1982. This lease shall commence on the 1st day of July, 2020 and end on the 30th day of June, 2025, unless sooner terminated according to this agreement.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than five years. At the end of this Lease term, the county may modify the terms of this Lease, including the current monthly rent of \$0.00 to charge a monthly rent up to a fair market value, if the County determines, in its sole discretion, that the Lessee has not maintained the property in good condition, has otherwise not complied with the terms of this Lease, or determines that it is in the best interests of the County.

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.

11.3 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. 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.

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 30 days written notice from the County.
- C. In all other respects this lease shall not be cancellable nor subject to forfeiture except as such may be provided for under Referendum 37 Grant Program and the laws and regulations pertaining thereto.
- D. Lessee has breached the lease and the breach is substantial.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services: Not Applicable

21.1 Taxes:

The Lessee agrees to pay all taxes and assessments levied against the premises during the term of this Lease.

22.1 Withholding Payment: Not Applicable

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor: Not Applicable

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this Agreement shall be accomplished by the Lessee. 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: Not Applicable

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The Lessee, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Lessee 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. Lessee shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Lessee 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, attorney's fees and costs resulting from Lessee's breach of this provision.

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.

33.2 Records and Reports:

Lessee shall maintain all records, books, documents, reports and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended and performed under the Referendum 37 grant. All books, records, documents, reports, and other data shall be subject to inspection review or audit by the County, the Office of the State Auditor, and other governmental officials authorized by law.

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 "A". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

Fire and Casualty Insurance, including coverage for property damage, theft, destruction, malicious mischief, and vandalism to the physical structures, buildings and property on leased premises, in an amount not less than \$500,000.

A Certificate of Insurance must be provided annually to the county. Lessee must immediately notify the County of any claims made against their insurance of any change of insurance carrier.

34.2 Industrial Insurance Waiver: Not applicable to this lease agreement

34.3 Defense & Indemnity Agreement:

The Lessee 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, judgements, settlements, attorney's 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 the property is due to the negligence of the Lessee, 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 be occasioned by the sole negligence of the County or its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this lease, except as expressly provided herein.

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, age, marital status, disability, or veteran status. The Lessee 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 Lessee is governed by such laws, the Lessee 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, 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 Lessee shall state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex or national origin.

During the performance of this lease, Lessee agrees that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age, religion, or in the presence of any sensory, mental or physical handicap, veteran status, be excluded from full employment rights or client services with Lessee.

35.2 Non-Discrimination in Client Services:

The Lessee shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, 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 of any service or services or other benefits provided under this Agreement; or deny an individual of 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, Lessee 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 Lessee 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 Lessee 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 Lessee also agrees to comply with all federal, state, county, or municipal standards for licensing, certification, or operation of facilities and programs, and accreditation and licensing of individuals.

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:

Anne Deacon, Human Services Manager
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
360-778-6054
ADeacon@co.whatcom.wa.us

37.3 Assignment of Lease:

Lessee shall not assign this lease, or sublease any portion of the premises, without the prior written consent of the Lessor. No rights hereunder shall pass by operation of law or other judicial process or through insolvency proceedings. The rights and obligations of this lease shall extend to and be binding upon all successors, representatives and assigns as the case may be. Lessee shall furnish Lessor with copies of all such sublease agreements. For the purposes of this lease, any change of ownership including sale, liquidation, or other disposition of corporate stock shall be considered an assignment.

37.4 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 Lessor. Leased premises shall be restored by Lessee to conditions prevailing at the time of commencement of the lease, normal wear excepted.

40.4 Off-Street Parking:

Lessee agrees to provide space for the parking of vehicles in the number necessary to comply with applicable regulations and otherwise to accommodate its normal business requirements on the property included within this lease; and shall not rely upon any public streets, right-of-way or other properties not included in this lease for the parking of said vehicles.

40.5 Utilities:

Lessee shall arrange for normal utilities (water, sewer, gas, garbage, electricity, and telephone). Lessee shall arrange and pay for all utility connections and services and distribution of such utilities within the leased premises.

40.6 Maintenance of Facilities:

Maintenance of the leased premises and all improvements thereon shall be the responsibility of the Lessee.

1. Lessee takes the premises "as is" and shall make all repairs, improvements, and replacements to said premises as are necessary, and maintain the premises in a safe, sanitary, operable, habitable, and usable manner at all times.
2. Lessee agrees to maintain, repair and replace when reasonably necessary, all portions of the property, including but not limited to: roof and gutters, lighting and electrical system, plumbing and drainage, heating and HVAC system (including annual maintenance, duct cleaning and filter changes), interior and exterior stairs, railings, ramps and decks, yard work, parking lot, and walkway surfaces.
3. Use of a wood burning fireplace is prohibited; No portable electric heaters are allowed; Smoking is not allowed inside premises and any smoking allowed must be in a designated area with extinguishing receptacles.
4. Lessee must comply with all laws of fire and safety code, which requires the installation and maintenance of smoke and fire alarms, carbon monoxide detectors, fire extinguishers and must conduct monthly checks for batter replacement and operability. Lessee is required to have annual fire and health code inspections.

No later than, and by December 31st of each year, Lessee shall prepare and submit to Lessor, a written report of the maintenance, repair, and replacement work performed during the preceding 12 months, and any such work scheduled for the ensuing year.

40.7 Access:

Lessor 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.

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 10.2, 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, 40.5, 40.6, 41.1, 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)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-302

| | | | | | |
|----------------------|---|----------------------|--------------------------|----------------|--------------|
| File ID: | AB2020-302 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/14/2020 | Entered by: | DPierce@co.whatcom.wa.us | | |
| Department: | Sheriff's Office | File Type: | Agreement | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and City of Bellingham for actions to support the Aquatic Invasive Species Program, in the amount of \$28,800

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached

HISTORY OF LEGISLATIVE FILE

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

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 Sidhu, County Executive

FROM: Bill Elfo, Sheriff 

DATE: July 1, 2020

SUBJECT: Interlocal Agreement Between Whatcom County and the City of Bellingham for Actions to Support the Aquatic Invasive Species Program

Enclosed for your review and signature are two (2) original agreements between Whatcom County and the City of Bellingham for Actions to Support the Aquatic Invasive Species Program.

Background and Purpose

Aquatic Invasive Species (AIS) are capable of impacting water quality, recreational use, public and private water supply systems, and the aquatic ecology of Lake Whatcom and Lake Samish.

The City of Bellingham (City) and Whatcom County (County) through regulatory action have established in respective codes (Bellingham Municipal Code 12.12.280 and Whatcom County Code Chapter 2.27A) the joint AIS Boat Inspection Program for the purpose of protecting Lake Whatcom and Lake Samish from invasive species impacts.

The Sheriff's Office is currently the only local law enforcement agency in Whatcom County that operates a state approved boating safety program under WAC 352-65 and has the jurisdictional authority and capability of conducting on-the-water patrols and providing education and enforcement of city and county codes. The City agrees to provide funding for the Sheriff's Office to conduct marine patrols and provide education and enforcement of regulatory requirements.

Funding Amount and Source

\$28,800 from the City of Bellingham.

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

Thank you.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

| | |
|---|--|
| Originating Department: | 35 Sheriff's Office |
| Division/Program: (i.e. Dept. Division and Program) | 3520 Bureau of LE & Investigations/ 352060 Boating Program |
| Contract or Grant Administrator: | Doug Chadwick, Undersheriff |
| Contractor's / Agency Name: | City of Bellingham |
| 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): <u>AIS Program</u> CFDA#: <u>N/A</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: <u>2960</u> | |
| Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>28,800.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>28,800.00</u> | Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 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: _____ | |
| Interlocal Agreement between Whatcom County and the City of Bellingham for Actions to Support the Aquatic Invasive Species Program . | |
| Term of Contract: 07/01/20 | Expiration Date: 09/30/20 |

| | |
|-------------------|---|
| Contract Routing: | 1. Prepared by: <u>D. Pierce</u> <u>DMP</u> Date: <u>07/1/20</u> |
| | 2. Attorney signoff: <u>APPROVED VIA EMAIL Bw/dmp</u> Date: <u>7/2/20</u> |
| | 3. AS Finance reviewed: _____ Date: _____ |
| | 4. IT reviewed (if IT related): _____ Date: _____ |
| | 5. Contractor signed: _____ Date: _____ |
| | 6. Submitted to Exec.: _____ Date: _____ |
| | 7. Council approved (if necessary): _____ Date: _____ |
| | 8. Executive signed: _____ Date: _____ |
| | 9. Original to Council: _____ Date: _____ |

**INTERLOCAL AGREEMENT BETWEEN
WHATCOM COUNTY AND
THE CITY OF BELLINGHAM FOR
ACTIONS TO SUPPORT THE AQUATIC INVASIVE SPECIES PROGRAM**

WHEREAS, the City of Bellingham (City) and Whatcom County (County) have a mutual interest in protecting water resources in the Lake Whatcom and Lake Samish Watersheds; and

WHEREAS, Aquatic Invasive Species (AIS) are capable of impacting water quality, recreational use, public and private water supply systems, and the aquatic ecology of Lake Whatcom and Lake Samish; and

WHEREAS, the City and the County through regulatory action have established in respective codes, Whatcom County Code Chapter 2.27A, Bellingham Municipal Code 12.12.280, the joint AIS Boat Inspection Program for the purpose of protecting Lake Whatcom and Lake Samish from invasive species impacts; and

WHEREAS, the City and the Whatcom County have agreed that compliance with the AIS program will benefit from additional education and enforcement provided by the Whatcom County Sheriff's Office, which has the jurisdictional authority and capability of providing on-water education and enforcement on both Lake Whatcom and Lake Samish.

NOW, THEREFORE, the Whatcom County Sheriff's Office and the City of Bellingham agree as follows:

1. SCOPE OF WORK

(a) Tasks:

- 1) The Sheriff's Office will staff boat patrol shifts in accordance with the general schedule in Section 1(b), Shifts. Specific days will be determined by the City project manager and the Sheriff's Office responsible person. Consideration will be given to weather conditions that influence boating activity, holidays, deputy availability and other relevant factors.

- 2) The Sheriff's Office boat patrol deputies will contact recreational boat operators observed operating a boat without visible evidence of a 2020 AIS program decal. Deputies will provide said operators with City and County regulatory requirements, information on the locations of inspections stations, the online payment requirement, and contact information for scheduling an onsite inspection at a residence in Whatcom County.
- 3) The Sheriff's Office boat patrol deputies will maintain a Boater Contact Log. Deputies will log contacts initiated for the purpose of AIS compliance. The log is to include the boat operator's name, a state or provincial registration number or the hull identification number, and the action taken. If a previous year AIS decal is affixed to the boat that decal number will also be logged.
- 4) The City of Bellingham will provide the Sheriff's Office with a handout of information listed in Task 2, to be distributed to boaters contacted for the purposes of this agreement.
- 5) The City of Bellingham will organize the training event of Section 3.

(b) Scheduling and Shifts:

The total number of shifts will not exceed 24 for the term of this agreement. The total may be less due to weather, deputy availability, or other factors. Shifts will be for 8 hours unless otherwise agreed by the City project manager and the Sheriff Office's responsible person. Two deputies will be assigned to each shift on Lake Whatcom and one deputy will be assigned to each shift on Lake Samish. Shift frequency varies during the boating season in anticipation of reduced compliance issues later in the season. Lake Samish being the smaller of the two lakes will require less shifts to contact most of the recreational boaters accessing the lake. The following monthly schedule is projected for the term of the agreement.

July – Lake Whatcom 7 shifts. Lake Samish 4 shifts.

August – Lake Whatcom 5 shifts. Lake Samish 3 shifts.

September – Lake Whatcom 3 shifts. Lake Samish 2 shifts

Total shifts – Lake Whatcom 15. Lake Samish 9

(c) Training:

A training session will be provided for a minimum of 3 participating deputies prior to the beginning of any shifts under the terms of this agreement. Training will provide the

participating deputies with necessary AIS program knowledge and standardize the information the deputies will deliver to the public. These deputies will mentor and train any other participating deputies in the material covered during the training. Training topics will include invasive species identification, risks of infestation, identification of high-risk boats, and the requirements of the joint City/County AIS program including regulatory codes. Training will be conducted by Aquatic Invasive Species program staff or Washington Department of Fish and Wildlife enforcement personnel. A written summary of AIS training session information will be provided for the mentoring of additional deputies.

(d) Deliverables:

1. The Boater Contact Log (see Section 1(a)(3)) for each shift completed under the terms of this agreement will be provided to the City Project Manager or designated staff by close of business every Tuesday for the previous week's shifts.
2. An end of season debriefing session will be conducted by the City project manager and the Sheriff's Office responsible person to discuss the effectiveness, or issues of the program. Participating deputies and AIS staff could be included in the debrief session.

(e) Cost:

1. Lake Whatcom: 2 Deputies plus fuel (est. \$200) = \$1,480.00 per shift x 15 shifts = \$22,200.00
2. Lake Samish: 1 Deputy plus fuel (est. \$100) = \$740.00 per shift x 9 shifts = \$6,660.00
3. Total = \$28,800

2. TERM

(a) This agreement shall be effective July 1, 2020 and shall continue through October 15, 2020. The Agreement shall only be renewed, in writing, on terms then agreed to by the parties. The term shall be as stated in the Agreement regardless of the date of signature.

(b) This Agreement may be terminated for convenience by either party after giving of thirty (45) days written notice to the other party whereupon payment for time and effort expended up to and including the date of termination shall be paid in full.

(c) This agreement may be terminated for cause by either party after giving the defaulting party thirty (30) days written notice of default and an opportunity to cure.

3. PAYMENT

As compensation for the services specified in the Scope of Work, the City shall reimburse the Whatcom County Sheriff's Office for labor and fuel expenses incurred in the fulfillment of the tasks of this Agreement, up to a maximum amount of TWENTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$28,800).

- (a) Payments to the WCSD will be made based on invoices submitted to the City.
- (b) The City shall promptly review and process invoices in accordance with its usual procedures.
- (c) A list of the shift dates eligible for reimbursement will accompany each invoice.

4. PERSONS RESPONSIBLE FOR ADMINISTRATION OF THE AGREEMENT

The persons responsible for administration of this Agreement shall be:

Clare Fogelsong
Natural Resources Policy Manager
Public Works Department
City of Bellingham
104 W. Magnolia Street
Bellingham, WA 98225
Phone: (360) 778-7965

Lieutenant Scott Huso
Investigations
Whatcom County Sheriff's Office
311 Grand Avenue
Bellingham, WA 98225
Phone: (360) 778-6709

5. LEGAL RELATIONS

In performing the services outlined in this Agreement, neither party is acting as the agent or employee of the other; rather, each party is acting as an independent contractor. Each party agrees to defend, indemnify, and hold harmless as to all claims for damages arising out of activities it undertakes arising out of this Agreement.

6. LIABILITY

The City agrees to release, defend and indemnify the County from any claims, damages or liabilities arising out of the acts or omissions of the City, its staff members and its contractors in the performance of this Agreement. Likewise, the County agrees to defend and indemnify the City from any claims, damages or liabilities arising out of the acts or omissions of the County, its staff members and its contractors in the performance of this Agreement. EACH PARTY WAIVES IMMUNITY UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, TO THE LIMITED EXTENT NECESSARY TO EFFECTUATE THEIR OBLIGATIONS UNDER THIS SECTION.

7. MODIFICATIONS

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

8. APPLICABLE LAW

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

9. SEVERABILITY

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

10. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

11. RECORDATION

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

EXECUTED this _____ day of _____, 2020 for **WHATCOM COUNTY**:

Satpal Sidhu
Whatcom County Executive

DEPARTMENTAL APPROVAL:

APPROVED AS TO FORM:



Bill Elfo
Whatcom County Sheriff

APPROVED VIA EMAIL BW/dmp 7-2-20

Prosecuting Attorney's Office

EXECUTED this _____ day of _____, 2020 for **CITY OF BELLINGHAM:**

ATTEST:

Seth Fleetwood
Mayor

Finance Director

DEPARTMENTAL APPROVAL:

APPROVED AS TO FORM:

Eric Johnston
Public Works Director

Office of the City Attorney



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-303

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|--------------|
| File ID: | AB2020-303 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/15/2020 | Entered by: | CHilsing@co.whatcom.wa.us | | |
| Department: | Public Works Department | File Type: | Contract | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and San Juan Cruises to provide temporary passenger ferry service to Lummi Island, in the amount of \$83,328

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Proposals were duly advertised and submitted for Temporary Passenger Ferry Service to Lummi Island (RFP #20-26). The County requested proposals for three types of service: 1) Passenger Service utilizing floating docks, 2) Passenger Service not requiring floating docks, and 3) Vehicle Ferry Service. The County received one proposal for Passenger Service utilizing float docks. We did not receive any proposals for the other two types of service.

The only bidder, San Juan Cruises, quoted the following rates: The daily rate for September 1 through April 30 will be \$3200. This time period coincides with the annual dry dock. The daily rate for May 1 through August 31 will be \$6,400, if needed for emergencies during that time period.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed contract



MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *EX SIGN FOR DIRECTOR*

FROM: Chantelle Hilsinger, Ferry Coordinator *CH*

RE: Temporary Passenger Ferry Service to Lummi Island

DATE: July 15, 2020

Enclosed are two (2) originals of the contract between San Juan Cruises and Whatcom County for Temporary Passenger Ferry Service to Lummi Island for your review and signature.

- **Requested Action**

Public Works respectfully requests that the County Executive and Whatcom County Council enter into a contract with San Juan Cruises for \$83,328 for Temporary Passenger Ferry Service to Lummi Island for the 2020 dry dock period, and continued temporary ferry service throughout the year as identified in the contract document.

- **Background and Purpose**

Proposals were duly advertised and submitted for Temporary Passenger Ferry Service to Lummi Island (RFP #20-26). The County requested proposals for three types of service: 1) Passenger Service utilizing floating docks, 2) Passenger Service not requiring floating docks, and 3) Vehicle Ferry Service. The County received one proposal for Passenger Service utilizing float docks. We did not receive any proposals for the other two types of service.

The only bidder, San Juan Cruises, quoted the following rates: The daily rate for September 1 through April 30 will be \$3200. This time period coincides with the annual dry dock. The daily rate for May 1 through August 31 will be \$6,400, if needed for emergencies during that time period.

- **Funding Amount and Source**

The contract bid results exceeded the existing budget by \$10,000. Public Works intends to absorb this increase within the existing budget. Public Works sees no advantage to rebid as this contract has historically yielded a limited number of bidders. Additionally, this contract is required for emergency and planned ferry outages and requires renewal by July 31st, 2020. A lapse in contract coverage could result in loss of service to and from Lummi Island requiring emergency contract pricing. The contract term is for one year in the amount of \$83,328. The contract will be valid August 1, 2020 through July 31, 2021. This contract includes the option of up to four additional one-year contract renewals/extensions for a potential total of five (5) years

and \$431,640 (based upon estimates of a 22 day dry dock, 2 day buffer, and 8.5% sales tax). A local CPI rate adjustment will be added each renewal year per the bid terms.

- **Differences from Previous Contract**

Contract was last bid in 2015, with four- annual renewals. The previous contract amount (San Juan Cruises) was for a daily rate of \$2,800 for the period of September 1 through April 30, and a daily rate of \$6,500 for the period of May 1 through August 31. The CPI rate adjustment was in place for the previous contract.

Thank you for your time considering this contract. Should you have any questions regarding this matter, please contact Chantelle Hilsinger at extension 6235.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

| | |
|---|------------------------|
| Originating Department: | Public Works |
| Division/Program: (i.e. Dept. Division and Program) | Ferry Division--908000 |
| Contract or Grant Administrator: | Chantelle Hilsinger |
| Contractor's / Agency Name: | San Juan Cruises |

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

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: _____

Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

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

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

Is this contract the result of a RFP or Bid process? Yes ☒ No ☐ If yes, RFP and Bid number(s): 20-26 Contract Cost Center: 444200

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

If YES, indicate exclusion(s) below:

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

| | |
|--|---|
| <p>Contract Amount:(sum of original contract amount and any prior amendments): \$ 83,328</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p> <p>Summary of Scope:</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. |
|--|---|

Temporary passenger ferry service to Lummi Island

| | |
|----------------------------|--------------------------------|
| Term of Contract: One year | Expiration Date: July 31, 2021 |
|----------------------------|--------------------------------|

| | | |
|-------------------|--|------------------|
| Contract Routing: | 1. Prepared by: Chantelle Hilsinger | Date: 07/08/2020 |
| | 2. Attorney signoff: Christopher Quinn | Date: 7/9/2020 |
| | 3. AS Finance reviewed: M Caldwell | Date: 7/15/2020 |
| | 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: |

**CONTRACT FOR SERVICES AGREEMENT
BETWEEN WHATCOM COUNTY AND
SAN JUAN CRUISES**

San Juan Cruises, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8,
Exhibit A (Scope of Work), pp. 9 to 10,
Exhibit B (Compensation), pp. 11 to 11,
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 1 day of August, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of July, 2021.

The general purpose or objective of this Agreement is to: provide temporary passenger service to Lummi Island, 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 \$ 83,328. 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 15 day of July, 2020.

CONTRACTOR:

San Juan Cruises

Drew Schmidt
Captain Drew Schmidt, President

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)



On this 15 day of July, 2020, before me personally appeared Drew Schmidt to me known to be the President (title) of San Juan Cruises (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Robin Klein
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 8/9/21.

WHATCOM COUNTY:

Recommended for Approval:

[Signature] 7/15/20
Jon Hutchings, Public Works Director Date

Approved as to form:

Approved via email CQ/CH 7/15/20
Christopher Quinn, Senior Deputy Prosecutor Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Singh Sidhu, to me known to be the 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 _____.

CONTRACTOR INFORMATION:

San Juan Cruises

Drew Schmidt, Captain/President

Address:

355 Harris Avenue, Suite 104
Bellingham, WA 98225

Contact Name: Drew Schmidt

Contact Phone: 360.738.8099

Contact FAX: 360.738.7685

Contact Email: drew@whales.com

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 four 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.
- 31.2 Patent/Copyright Infringement: Not Applicable
- 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:
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.
- Professional Liability - \$1,000,000. per occurrence (this amount may vary with circumstances)
- 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:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

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

37.1 Administration of Contract:

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

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

Chantelle Hilsinger

Ferry Coordinator

322 N. Commercial St, Ste 210

Contract for Services Agreement

Temporary Passenger Service to Lummi Island

37.2 Notice:

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

38.1 Certification of Public Works Contractor's Status under State Law:

Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the

Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

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

d. Arbitration: 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.

SCOPE OF SERVICES

Ferry service will be required to follow the regular dry dock ferry schedule, see Attachment B. The County could change the ferry schedule in subsequent years at its sole discretion.

At a minimum the vessel must be:

- Licensed and meet all USCG regulations for public passenger ferry service and be approved for operations as an "Operated Boat Charter".
- Compatible with the existing landing structures and terminals at Gooseberry Point and Lummi Island. Vessel must exhibit it can fit up with the existing landing structures and terminals at Gooseberry Point and Lummi Island prior to a contract being executed between the qualified vessel owner and Whatcom County.
- Equipped with enclosed and heated passenger seating for approximately 35 or more passengers.
- Whatcom County will provide a 50-foot long by 11-foot wide floating dock for a passenger vessel to dock at each ferry landing. Passengers should be able to easily embark or disembark from the vessel using these floating docks. Any additional floating docks or equipment will be at the sole expense of the Contractor.

Whatcom County will only provide fuel for temporary ferry service. The vessel owner will provide any other engine oil or lubrication oil needed for vessel operation. No additional compensation will be allowed for general wear and tear to the vessel.

Any omissions or inconsistencies in these specifications and conditions shall not relieve the Contractor from the responsibility to deliver a complete vessel for the intended purpose of an "Operated Boat Charter" for the daily ferry service to and from Lummi Island.

EMERGENCY FERRY SERVICE

For emergency service, the Contractor will be required to provide a 24-hour emergency contact telephone number. The County will give at least one-week notice to schedule service that is not an emergency.

During emergencies, the Contractor must be able to respond by providing a vessel for service within **nine (9)** hours of the request. Emergencies include mechanical failure to the Lummi Island Ferry or the occurrence of other unforeseen circumstances.

MINIMUM REQUIREMENTS

A qualifying vessel will be USCG inspected and approved for operations as an "Operated Boat Charter".

- The vessel must be compatible with existing terminals and structures at Gooseberry Point and Lummi Island and must demonstrate it can fit up with existing terminal and structures at both docks prior to the execution of a contract between the qualified vessel owner and Whatcom County.
- The Contractor's business must have been established for at least two (2) years.
- The Contractor's firm must be able to demonstrate that it is financially stable.
- The Contractor must have experience in providing ferry services similar to those required by the County. **Proposals must include a list of references where similar services have been provided.**
- The Contractor will have at least two fully equipped vessels available or provide a firm plan to provide assurance that service can be provided without interruption due to mechanical or other failure.
- Any additional staffing requirement to meet USCG minimum staffing levels for passenger-only

vessels shall be at the sole expense of the Contractor.

-
- The Contractor must be willing to adhere to the existing Master Mates and Pilots (MMP) and Inland Boatman's Union (IBU) contracts regarding current Lummi Island Ferry employees working on its vessel.
- The vessel shall be licensed to carry not less than 35 passengers, seated in a totally enclosed area that is comfortable and easily accessible by the general public, including senior citizens.
- The use of tarps to cover the enclosed area of passenger seating will not be accepted.
- The vessel must accommodate self-propelled wheelchairs.
- It is preferred that the vessel be powered by diesel or gasoline engines for safety. Twin engines are preferred, but a single engine vessel may be selected, based on other factors including passenger access and comfort. Alternative fuels need to be covered under our existing fuel contract.
- The vessel exhaust system must be such that engine exhaust does not enter the passenger area of the vessel. Tarps used to shield passengers from engine exhaust are not acceptable.
- The vessel shall have fully-operational AIS and radar systems so that the vessel can be operational during inclement weather.
- The vessel will be required to operate according to the Attachment B time schedule. The schedule provides for regular ferry service seven days per week, with additional runs as needed. The vessel must be able to handle any social distancing measures in place which may result in further additional runs.
- The Contractor is further advised that the vessel will be required to make additional runs if there are any passengers remaining on the landing that were unable to get on the vessel during its regular operating schedule.
- The vessel must be made available 24 hours a day during the temporary ferry service. If there is an after-hours "call-out" needed for emergency services, the contractor will receive a \$350 stipend per occurrence. The contractor shall provide written communication of emergency service within 24 hours of "call-out".
- The Contractor must remove the vessel from the area upon termination of the charter or upon notification by the County.
- The vessel must be in all respects ready for service at the time of delivery.
- The vessel must be able to transport the passenger floats to and from Lummi Island.
- It will be required that the vessel may be moored at either dock to accommodate emergency crossings after regular hours of operation or terminal repair work.
- The County will not pay for fuel to and from our terminals from their place of origin.

EXHIBIT "B"
(COMPENSATION)

DAILY RENTAL:

- | | |
|--|----------------------------------|
| 1. Two Licensed Operators | <u>One Operator Per Shift</u> |
| 2. <u>Rates:</u> | |
| a. <u>September 1 through April 30</u> | <u>\$3200 per day of service</u> |
| b. <u>May 1 through August 31</u> | <u>\$6400 per day of service</u> |



Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

| | | | | |
|-------------|-----------------|------------|-----------|-----------------------|
| Vessel Name | Official Number | IMO Number | Call Sign | Service |
| SALISH SEA | 574608 | | WCY9101 | Passenger (Inspected) |

| | | | |
|----------------|---------------|------------|------------------|
| Hailing Port | Hull Material | Horsepower | Propulsion |
| BELLINGHAM, WA | FRP | 730 | Diesel Reduction |
| UNITED STATES | (Fiberglass) | | |

| | | | | | | |
|---------------|---------------|----------------|---------------|-------------|-----|--------|
| Place Built | Delivery Date | Keel Laid Date | Gross Tonnage | Net Tonnage | DWT | Length |
| SEATTLE, WA | | 01Jul1976 | R-35 | R-28 | | R-48.0 |
| UNITED STATES | | | 1- | 1- | | 1-0 |

| | |
|---|---|
| Owner | Operator |
| PACIFIC CRUISES NORTHWEST INC 355 HARRIS AVENUE STE 104 BELLINGHAM, WA 98225 UNITED STATES | PACIFIC CRUISES NORTHWEST INC 355 HARRIS AVENUE STE 104 BELLINGHAM, WA 98225 UNITED STATES |

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

| | | | |
|----------------------------|----------------------|------------------------------|----------|
| 1 Masters | 0 Licensed Mates | 0 Chief Engineers | 0 Others |
| 0 Chief Mates | 0 First Class Pilots | 0 First Assistant Engineers | |
| 0 Second Mates | 0 Radio Officers | 0 Second Assistant Engineers | |
| 0 Third Mates | 0 Able Seamen | 0 Third Assistant Engineers | |
| 0 Master First Class Pilot | 0 Ordinary Seamen | 0 Licensed Engineers | |
| 0 Mate First Class Pilots | 1 Deckhands | 0 Qualified Member Engineer | |

In addition, this vessel may carry 56 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 58

Route Permitted And Conditions Of Operation:
---Lakes, Bays, and Sounds---

THE SHELTERED WATERS OF THE WEST COAST OF NORTH AMERICA EAST OF ANGELES POINT, WASHINGTON AND SOUTH OF HOPE ISLAND, BRITISH COLUMBIA, CANADA.

IF THE VESSEL IS AWAY FROM THE DOCK, OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR A PERIOD EXCEEDING 12 HOURS IN ANY 24 HOUR PERIOD, AN ALTERNATE MASTER AND CREW SHALL BE PROVIDED.

NOT MORE THAN 12 PASSENGERS MAY BE CARRIED ON AN INTERNATIONAL VOYAGE.

NO MORE THAN 19 PERSONS MAY BE CARRIED ON VESSEL'S UPPER DECK.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at Bellingham, WA, UNITED STATES, the Officer in Charge, Marine Inspection, SECTOR PUGET SOUND certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

| | | | | |
|-------------------------------|------|-------|-----------|---|
| Annual/Periodic/Re-Inspection | | | | This certificate issued by: J. D. DWYER OCMI |
| Date | Zone | A/P/R | Signature | |
| | | | | Officer in Charge, Marine Inspection |
| | | | | SECTOR PUGET SOUND |
| | | | | Inspection Zone |



Certificate of Inspection

Vessel Name: SALISH SEA

---Hull Exams---

| Exam Type | Next Exam | Last Exam | Prior Exam |
|--------------------|-----------|-----------|------------|
| DryDock | 31Mar2021 | 13Mar2019 | 14Mar2017 |
| Internal Structure | 31Mar2021 | 13Mar2019 | 14Mar2017 |

---Stability---

| Type | Issued Date | Office |
|--------|-------------|--------------------|
| Letter | 26Mar2012 | Sector Puget Sound |

---Lifesaving Equipment---

Total Equipment for 58 Persons

| Primary Lifesaving Equipment | Quantity | Capacity | | Required |
|------------------------------------|----------|----------|--------------------------|----------|
| Lifeboats (Total) | 0 | 0 | Life Preservers (Adult) | 58 |
| Lifeboats (Port) | 0 | 0 | Life Preservers (Child) | 6 |
| Lifeboats (Starboard) | 0 | 0 | Ring Buoys (Total) | 1 |
| Motor Lifeboats | 0 | 0 | With Lights | 1 |
| Lifeboats With Radio | 0 | 0 | With Line Attached | 1 |
| Rescue Boats/Platforms | 0 | 0 | Other | 1 |
| Inflatable Rafts | 0 | 0 | Immersion Suits | 0 |
| Life Floats/Buoyant App | 0 | 0 | Portable Lifeboat Radios | 0 |
| Inflatable Buoyant Apparatus (IBA) | 1 | 45 | Equipped With EPIRB? | NO |

--- Fire Fighting Equipment ---

Number of Fire Pumps - 1

Fixed Extinguishing Systems

| Location | Type | Capacity |
|------------------------|----------------|----------|
| ENGINE ROOM & F/O ROOM | Carbon Dioxide | 75 |

Fire Extinguishers - Hand portable and semi-portable

| Quantity | Class Type |
|----------|------------|
| 1 | 10-B:C |
| 1 | 2-A |
| 1 | 40-B:C |

END

Whatcom County
Request for Proposals
RFP #20-26

NOTICE IS HEREBY GIVEN that sealed proposals will be received by Purchasing at its office in the Administrative Services Finance Office in the Whatcom County Courthouse, 311 Grand Ave. Suite 503, Bellingham WA 98225 for the following:

TEMPORARY FERRY SERVICE TO AND FROM LUMMI ISLAND

UNTIL: 2:30 PM Tuesday, June 23, 2020

At which time and place the names of the proposers will be publicly read aloud. All interested people are invited to be present. Late submittals will not be considered.

Whatcom County Public Works is requesting proposals from qualified firms interested in providing temporary ferry service to Lummi Island during emergencies and the annual dry-docking of the Lummi Island ferry.

Electronic copies of the bid documents are available at no charge in PDF format; and can be downloaded at no charge from the Whatcom County Purchasing website at <http://www.co.whatcom.wa.us/Bids.aspx>. See "Related Documents" at the bottom of the Bid Posting page to download. If you are unable to download the bid documents from this website, contact Purchasing at FN_purchasing@co.whatcom.wa.us (preferred), or phone (360) 778-5330.

Whatcom County reserves the right to reject any or all proposals and to waive any irregularities.

Whatcom County affirms it will not discriminate against, or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Whatcom County encourages disadvantaged, minority and women owned firms to respond.

As required by law, the E-Verify System may be required.

Publication Dates: June 10 and 17, 2020.

Whatcom County
RFP #20-26
Temporary Ferry Service To and From Lummi Island

PURPOSE

The purpose of this RFP is to obtain qualified temporary ferry service between Gooseberry Point and Lummi Island during the annual dry-docking of the Lummi Island Ferry as well as on-call service for emergencies such as mechanical failure of the ferry, dock failures, or any other emergency.

Whatcom County is requesting proposals from qualified vessel owners for a vehicle or a passenger vessel that is United States Coast Guard (USCG) inspected and approved for operations as an "Operated Boat Charter". Barge operations will not be considered. The vessel must be compatible with existing structures and terminals at Gooseberry Point and Lummi Island. Enclosed and heated passenger seating is required.

PERIOD

Whatcom County will enter into a contract with the owner of a vessel that best meets the County's needs.

Any agreement made as a result of this RFP will be for the period of August 1, 2020 through July 31, 2021. The contract will allow up to four one-year extensions, by mutual agreement of both parties.

SCOPE OF SERVICES

A properly operating vessel is critical, as this is the only means of public transportation to and from Lummi Island. Only fully qualified, staffed, and equipped firms will be considered to provide service. Whatcom County will be the sole judge of whether or not a proposer meets this standard.

Ferry service will be required to follow the regular dry dock ferry schedule, see Attachment B. The County could change the ferry schedule in subsequent years at its sole discretion.

At a minimum the vessel must be:

- Licensed and meet all USCG regulations for public passenger ferry service and be approved for operations as an "Operated Boat Charter".
- Compatible with the existing landing structures and terminals at Gooseberry Point and Lummi Island. Vessel must exhibit it can fit up with the existing landing structures and terminals at Gooseberry Point and Lummi Island prior to a contract being executed between the qualified vessel owner and Whatcom County.
- Equipped with enclosed and heated passenger seating for approximately 35 or more passengers.

Bidders will be providing proposals on one or more of the following three (3) options:

Option A:

Whatcom County will provide a 50-foot long by 11-foot wide floating dock for a passenger vessel to dock at each ferry landing. Passengers should be able to easily embark or disembark from the vessel using these floating docks. Any additional floating docks or equipment will be at the sole expense of the Contractor.

Option B:

Special consideration will be given to passenger vessel proposals that eliminate the need for Whatcom County to utilize floating docks. Proposers are encouraged to provide alternatives for consideration. **Proposals for Option B that include an acceptable method of embarking and disembarking that does not require the use of floating docks result in a savings to the County of approximately \$40,000. This cost savings will be considered in the overall cost of service when evaluating proposals, but will not be included as or deducted from compensation in the contract with the successful proposer.**

Option C:

Special consideration will be given to vehicle vessel proposals that eliminate the need for Whatcom County to utilize floating docks. Proposers are encouraged to provide alternatives for consideration. **Proposals for Option C not requiring the use of floating docks result in a savings to the County of approximately \$40,000. This cost savings will be considered in the overall cost of service when evaluating proposals, but will not be included as or deducted from compensation in the contract with the successful proposer.**

Proposals for a vehicle vessel shall verify and provide documentation that the proposed ferry is compatible to safely interface with the existing landings and structures currently utilized by the Whatcom Chief ferry. Any alterations or modifications made to the vessel that ensures compatibility will be at the sole expense of the

Whatcom County
RFP #20-26
Temporary Ferry Service To and From Lummi Island

contractor.

When terminal work requires the docks be pinned in place, Public Works passenger floats will not be installed to interface with the vehicle ferry, proposals must include a plan for ingress and egress of passengers to and from their vessel to the pinned non-adjusting ramp. This must be mobilized in place within 12 hours of arrival. Terminal plans will be made available upon request.

Contractor shall provide a contingency plan, demonstrating continued like ferry service in the event of catastrophic failure during use of the contracted ferry. If you are bidding as a vehicle ferry your contingency plan must also include a vehicle ferry that is compatible with existing landing structures and terminals at Gooseberry Point and Lummi Island.

All Options:

Whatcom County will only provide fuel for temporary ferry service. The vessel owner will provide any other engine oil or lubrication oil needed for vessel operation. No additional compensation will be allowed for general wear and tear to the vessel.

Any omissions or inconsistencies in these specifications and conditions shall not relieve the Contractor from the responsibility to deliver a complete vessel for the intended purpose of an "Operated Boat Charter" for the daily ferry service to and from Lummi Island.

EMERGENCY FERRY SERVICE

For emergency service, the Contractor will be required to provide a 24-hour emergency contact telephone number. The County will give at least one-week notice to schedule service that is not an emergency.

During emergencies, the Contractor must be able to respond by providing a vessel for service within **nine (9)** hours of the request. Emergencies include mechanical failure to the Lummi Island Ferry or the occurrence of other unforeseen circumstances.

MINIMUM REQUIREMENTS

A qualifying vessel will be USCG inspected and approved for operations as an "Operated Boat Charter".

- The vessel must be compatible with existing terminals and structures at Gooseberry Point and Lummi Island and must demonstrate it can fit up with existing terminal and structures at both docks prior to the execution of a contract between the qualified vessel owner and Whatcom County.
- The Contractor's business must have been established for at least two (2) years.
- The Contractor's firm must be able to demonstrate that it is financially stable.
- The Contractor must have experience in providing ferry services similar to those required by the County. **Proposals must include a list of references where similar services have been provided.**
- For Options A and B (passenger vessels), The Contractor will have at least two fully equipped vessels available or provide a firm plan to provide assurance that service can be provided without interruption due to mechanical or other failure.
- For Option C (vehicle vessels), The Contractor shall provide a contingency plan that ensures uninterrupted ferry service. This plan **must also include a vehicle ferry that is compatible** with existing landing structures and terminals at Gooseberry Point and Lummi Island. For all three Options, the Contractor shall supply and pay two licensed operators, (one per shift) and the County will supply and pay two non-credentials purser-deckhands (one per shift) to staff the vessel.
- For Options A & B (passenger only ferry), any additional staffing requirement to meet USCG minimum staffing levels for passenger-only vessels shall be at the sole expense of the Contractor.
- For Option C (vehicle vessel), the County will supply and pay for two non-credential additional deckhands (one per shift) to staff the vessel. Any additional staffing requirements to meet USCG minimum staffing levels for vehicle vessels shall be at the sole expense of the Contractor.
- The Contractor must be willing to adhere to the existing Master Mates and Pilots (MMP) and Inland Boatman's Union (IBU) contracts regarding current Lummi Island Ferry employees working on its vessel.
- The vessel shall be licensed to carry not less than 35 passengers, seated in a totally enclosed area that is

Whatcom County
RFP #20-26
Temporary Ferry Service To and From Lummi Island

comfortable and easily accessible by the general public, including senior citizens.

- The use of tarps to cover the enclosed area of passenger seating will not be accepted.
- The vessel must accommodate self-propelled wheelchairs.
- It is preferred that the vessel be powered by diesel or gasoline engines for safety. Twin engines are preferred, but a single engine vessel may be selected, based on other factors including passenger access and comfort. Alternative fuels need to be covered under our existing fuel contract.
- The vessel exhaust system must be such that engine exhaust does not enter the passenger area of the vessel. Tarps used to shield passengers from engine exhaust are not acceptable.
- The vessel shall have fully-operational AIS and radar systems so that the vessel can be operational during inclement weather.
- The vessel will be required to operate according to the Attachment B time schedule. The schedule provides for regular ferry service seven days per week, with additional runs as needed. The vessel must be able to handle any social distancing measures in place which may result in further additional runs.
- The Contractor is further advised that the vessel will be required to make additional runs if there are any passengers remaining on the landing that were unable to get on the vessel during its regular operating schedule.
- The vessel must be made available 24 hours a day during the temporary ferry service. If there is an after-hours "call-out" needed for emergency services, the contractor will receive a \$350 stipend per occurrence. The contractor shall provide written communication of emergency service within 24 hours of "call-out".
- The Contractor must remove the vessel from the area upon termination of the charter or upon notification by the County.
- The vessel must be in all respects ready for service at the time of delivery.
- The vessel must be able to transport the passenger floats to and from Lummi Island.
- It will be required that the vessel may be moored at either dock to accommodate emergency crossings after regular hours of operation or terminal repair work.
- The County will not pay for fuel to and from our terminals from their place of origin.

INSURANCE REQUIREMENTS

The Contractor shall provide and keep in force for the life of the contract the following minimum coverages:

- Property damage - \$500,000.00 per occurrence
- Marine Protection & Indemnity (P&I) - \$2,000,000 per occurrence
 - The P&I insurance shall be endorsed to include coverage for all crew.
- Whatcom County shall be named as an additionally insured on both the P&I and Property coverage.
- The Contractor's insurance shall be primary and shall waive all rights of subrogation. The County's insurance shall be non-contributory.

SPECIAL CONDITIONS

County Ferry employees will be required to work with the Captain of the vessel per the MMP and IBU Union Contracts and in accordance to the schedule provided.

Billing: Invoices must itemize.

- Dates of service
- Daily Rate
- Purchase order number
- Vessel name and Contractor name
- Itemized emergency "call-outs"

Payment Terms: Net 30 days.

Subcontracting: No portion of any contract resulting from this RFP may be assigned or subcontracted without proper written authorization from Whatcom County.

Termination: Whatcom County reserves the right to terminate service due to documented performance problems by giving thirty days written notice to the Contractor. Any agreement resulting from this RFP may be terminated

Temporary Ferry Service To and From Lummi Island

with or without cause by either party providing the other party be given thirty days written notice.

PROPOSAL FORMAT

Parties responding to this request must include the following information to be considered:

Cover Letter:

Address the cover letter to Rich Hudson, Senior Master. Offer an explanation regarding any requirements your firm cannot meet or may not comply with. The letter must be signed by a person legally able to commit the agency or firm.

Proposal Form (Attachment A):

Provide daily rate pricing, vessel description, response times, and references.

Service Experience:

Provide a brief biography of the owner(s) of the firm and a brief history of the firm. Outline examples of relevant experience in providing service similar to that requested in this RFP.

Qualifications & Experience of Personnel:

Include names of qualified employees, current licenses, years of experience, usual assignments, and other relevant qualifications.

Adequacy of Vessel:

Brief description of the proposed vessel or vessels including a description of how the vessel will meet the County's specifications. Include a copy of your vessel's current USCG Certificate of Inspection (COI).

Financial Stability:

Provide proof of financial stability. This could include a letter from a financial institution or a contact name and phone number to use as a financial reference. Whatcom County reserves the right to determine acceptability of any compliance related to this issue.

Alternatives:

Detail any proposed alternatives to the service or to docking.

Insurance:

Include a copy of a current certificate of insurance for your vessel.

SUBMITTAL REQUIREMENTS

Submit **one (1) unbound original** complete and concise response using the requested format. Proposals must be signed. Submit proposals in a sealed package. Be sure to include the following on the outside of the package:

- Name of Submitter
- RFP #20-26, Temporary Ferry Service To and From Lummi Island

Send or deliver the proposal **no later than 2:30 PM Tuesday, June 23, 2020** to:

Attn: Sara Winger, Purchasing Coordinator
Administrative Services Finance/Purchasing
311 Grand Avenue, Suite 503
Bellingham WA 98225

Due to the COVID-19 response, staffing in the Finance Office is currently reduced, and office hours are 8:30 AM to 4:00 PM. If hand-delivering the bid response between these hours, and no one answers the door, please call Purchasing at (360) 778-5330.

Late submittals will not be considered. Responses transmitted directly to Whatcom County Government electronically or by fax will not be considered.

It is the submitter's responsibility to deliver the document to the proper address by the assigned time. Whatcom County accepts no responsibility for misdirected or lost proposals.

Whatcom County
RFP #20-26
Temporary Ferry Service To and From Lummi Island

The County is not liable for any costs incurred by the submitter before issuance of a contract. All costs incurred in responding to this RFP are solely the responsibility of the vendor.

Proposals submitted will not be considered public information until after the award of the contract to the successful proposer. All materials submitted in response to this RFP become the property of Whatcom County, and will not be returned.

All interested people are invited to attend the live bid opening via GoToMeeting as follows:

Join the meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/273232365>

Or, join the meeting from your phone.

United States (Toll Free): (877) 309-2073

United States: +1 (571) 317-3129

Access Code: 273-232-365

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/273232365>

EVALUATION CRITERIA

The County intends to enter into a contract with the most responsible and responsive vendor whose proposal is determined to be the most advantageous to the County, based on the County's evaluation criteria.

Proposals will be rated using the following criteria to determine the proposal that best meets the needs of Whatcom County. The Criteria is listed in importance from high to low. Each criteria is assigned a weighted rate and will be graded on a scale of one to five. Whatcom County will select the highest score. Whatcom County reserves the right to dismiss any proposal that does not meet all of the listed criteria.

- Passenger safety. 15%
- Vessel maneuverability and ability to fit into Whatcom County's docking systems. 15%
- Cost of service. 14%
- Adequacy of the vessel or vessels availability to provide for both regular service and emergency backup service. 8%
- Passenger capacity, amount of seating, and number of covered seats available. Must meet all requirements of the Americans with Disabilities Act to accommodate disabled passengers. 8%
- Ease of passenger access to and from the vessel. Passenger comfort, especially comfort for senior citizens. Adequate cabin headroom. 8%
- Relevant experience in providing the same or similar service in the area. 8%
- Qualifications and experience of personnel who will perform the work. 8%
- The responses from references who received the same or similar service. 8%
- Consideration of any proposed alternatives. 8%

Prices offered on the proposal form are to be considered firm for the contract period and are not negotiable.

Whatcom County may or may not choose to interview proposers and to visit facilities prior to selection of a Contractor. The County may request additional clarifying information.

Whatcom County reserves the right to accept any response that, in their opinion serves the best interest of the County and to reject any and or all responses.

QUESTIONS

Direct all questions in writing to Rich Hudson, Senior Master at ferry@co.whatcom.wa.us. If an addendum is necessary, all persons/firms listed on the official Whatcom County Distribution List will be emailed the addendum when it is published.

Whatcom County
RFP #20-26
Temporary Ferry Service To and From Lummi Island
Attachment A

Name of Vessel or Vessels: _____

Length: _____

Tonnage: _____

Passenger Capacity: _____

Number of Passenger Seats: _____

Number of Covered Passenger Seats: _____

Present Location of Vessel: _____

Daily rental with two (2) licensed operators (one operator per shift) \$ _____

REFERENCES

Name: _____

Address: _____

Contact: _____

Phone Number: _____

Email Address: _____

Name: _____

Address: _____

Contact: _____

Phone Number: _____

Email Address: _____

Name: _____

Address: _____

Contact: _____

Phone Number: _____

Email Address: _____

Whatcom County
RFP #20-26
Temporary Ferry Service To and From Lummi Island

Attachment B
PASSENGER-ONLY FERRY

| Departure Times | | | |
|---|----------|----------|----------|
| Monday through Friday | | Saturday | Sunday |
| Lummi Island to Gooseberry Point | | | |
| 5:40 AM | 3:00 PM | 7:00 AM | 7:00 AM |
| 6:00 | 4:00 | 8:00 | 8:00 |
| 6:20 | 4:20 | 9:00 | 9:00 |
| 7:00 | 5:00 | 10:00 | 10:00 |
| 7:20 | 5:20 | 11:00 | 11:00 |
| 8:00 | 6:00 | 12:00 PM | 12:00 PM |
| 8:20 | 6:20 | 1:00 | 1:00 |
| 9:00 | 7:00 | 2:00 | 2:00 |
| 9:20 | 7:20 | 3:00 | 3:00 |
| 10:00 | 8:00 | 4:00 | 4:00 |
| 10:20 | 9:00 | 5:00 | 5:00 |
| 11:00 | 10:00 | 6:00 | 6:00 |
| 12:00 PM | 11:00 | 7:00 | 7:00 |
| 1:00 | 12:00 AM | 8:00 | 8:00 |
| 2:00 | | 9:00 | 9:00 |
| | | 10:00 | 10:00 |
| | | 11:00 | 11:00 |
| | | 12:00 AM | 12:00 AM |
| | | 12:20 | |
| Gooseberry Point to Lummi Island | | | |
| 5:50 AM | 3:10 PM | 7:10 AM | 7:10 AM |
| 6:10 | 4:10 | 8:10 | 8:10 |
| 6:30 | 4:30 | 9:10 | 9:10 |
| 7:10 | 5:10 | 10:10 | 10:10 |
| 7:30 | 5:30 | 11:10 | 11:10 |
| 8:10 | 6:10 | 12:10 PM | 12:10 PM |
| 8:30 | 6:30 | 1:10 | 1:10 |
| 9:10 | 7:10 | 2:10 | 2:10 |
| 9:30 | 7:30 | 3:10 | 3:10 |
| 10:10 | 8:10 | 4:10 | 4:10 |
| 10:30 | 9:10 | 5:10 | 5:10 |
| 11:10 | 10:10 | 6:10 | 6:10 |
| 12:10 PM | 11:10 | 7:10 | 7:10 |
| 1:10 | 12:10 AM | 8:10 | 8:10 |
| 2:10 | | 9:10 | 9:10 |
| | | 10:10 | 10:10 |
| | | 11:10 | 11:10 |
| | | 12:10 AM | 12:10 AM |
| | | 12:30 | |

Extra runs will be made if necessary to clear the dock.

Subject to change without notice.

Approximate crossing time five (5) minutes.

Adverse weather may delay runs.



PACIFIC CRUISES NORTHWEST, INC.
355 HARRIS AVENUE, SUITE 104 BELLINGHAM, WA 98225
360.738.8099 – 800.443.4552 – FAX 360.738.7685

11 June 2020

Captain Rich Hudson
Senior Master
c/o Sara Winger, Purchasing Coordinator
Administrative Services Finance/Purchasing
Whatcom County Courthouse
311 Grand Avenue, Suite 503
Bellingham, WA 98225

RE: RFP #20-26, Temporary Ferry Service To and From Lummi Island

Dear Rich:

Thank you for the opportunity to respond to the request for proposal for the dry-dock and emergency passenger ferry again this year. It has been our pleasure to provide Whatcom County with uninterrupted service when called upon over the past 18 years and have enjoyed our excellent working relationship with the staff and residents of Lummi Island.

We are a locally owned and operated business, serving the community since 1987. We are a certificated passenger ferry company by the Washington Utilities and Transportation Commission as well as being leaders in customer service through our sightseeing, dinner cruise and excursion services.

In addition to providing both annual dry-dock and emergency service to Whatcom County since 2002 we have also operated passenger ferry service for Washington State Ferries during the planned Hood Canal Bridge Replacement project and on emergency service between Bremerton and Seattle.

Our years of experience in operating a private passenger ferry service in the San Juan Islands also made us the successful operator of a Federal Transit Authority ferry pilot project through the Whatcom Council of Governments.

Our response to this RFP will be to your listed Option A.

For this bid we propose using the M.V. Salish Sea (formerly named Island Commuter 2), the same vessel that has proven itself on this run for the past 18 years. This vessel is 50 feet in length and licensed for 56 seated passengers with comfortable seating for 41 passengers inside the heated cabin. The vessel is very accessible to wheelchairs, walkers and the elderly with no special accommodations required.

For navigational safety the Salish Sea is fitted with Radar, 2 GPS receivers, AIS and a chart plotter. For passenger safety, over and above the requirements of the US Coast Guard, we also carry an inflatable life raft and AED Defibrillator.

This vessel is powered by economical twin diesel engines with a consumption average of just 1.25 gallons of diesel per trip and the capacity to operate for a week without refueling (saving pollution control fees) that provides additional savings to the County over alternative vessels.

We currently carry \$5,000,000 in liability insurance with Whatcom County named as additionally insured.

The US Coast Guard Licensed Captains that operate our vessels are seasoned professional with excellent problem solving and customer service skills. They include:

| | |
|------------------------|----------|
| Captain Drew Schmidt | 44 years |
| Captain Loren Kapp | 46 years |
| Captain Dale Jensen | 35 years |
| Captain Jeff Drov Dahl | 11 years |
| Captain Casey Schmidt | 5 years |

Our company is well capitalized, financially stable, community minded and well regarded. We can supply any financial documentation or bank references required or requested.

Hopefully, I have included the appropriate documentation and information for this proposal. I am happy to provide further clarification to anything that would be helpful.

Thank you again for the opportunity to provide Whatcom County with service in the past and hopefully into the future as well.

Respectfully submitted,



Captain Drew M. Schmidt
President

Name of Vessel or Vessels: M.V. SALISH SEA

Length: 50'

Tonnage: 36 GROSS TONS

Passenger Capacity: 56

Number of Passenger Seats: 56

Number of Covered Passenger Seats: 41

Present Location of Vessel: FAIRHAVEN

SEPTEMBER 1 THROUGH APRIL 30 — \$3,200/day^A
MAY 1 THROUGH AUGUST 31 — \$6,400/day

* EXTENSIONS SUBJECT TO LOCAL CPI RATE INCREASE.

Name: WASHINGTON STATE FERRIES

Address: _____

Contact: LEONARD SMITH

Phone Number: 206.515.3695

Email Address: _____



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 13 Mar 2019
Expiration Date: 28 Mar 2024

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

| | | | | |
|-------------|-----------------|------------|-----------|-----------------------|
| Vessel Name | Official Number | IMO Number | Call Sign | Service |
| SALISH SEA | 574608 | | WCY9101 | Passenger (Inspected) |

| | | | |
|----------------|---------------|------------|------------------|
| Hailing Port | Hull Material | Horsepower | Propulsion |
| BELLINGHAM, WA | FRP | 730 | Diesel Reduction |
| UNITED STATES | (Fiberglass) | | |

| | | | | | | |
|---------------|---------------|----------------|------------|----------|-----|--------|
| Place Built | Delivery Date | Keel Laid Date | Gross Tons | Net Tons | DWT | Length |
| SEATTLE, WA | | 01Jul1976 | R-38 | R-28 | | R-48.0 |
| UNITED STATES | | | L- | L- | | L-0 |

| | |
|---|---|
| Owner | Operator |
| PACIFIC CRUISES NORTHWEST INC 355 HARRIS AVENUE STE 104 BELLINGHAM, WA 98225 UNITED STATES | PACIFIC CRUISES NORTHWEST INC 355 HARRIS AVENUE STE 104 BELLINGHAM, WA 98225 UNITED STATES |

This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.

| | | | |
|----------------------------|----------------------|------------------------------|----------|
| 1 Masters | 0 Licensed Mates | 0 Chief Engineers | 0 Oilers |
| 0 Chief Mates | 0 First Class Pilots | 0 First Assistant Engineers | |
| 0 Second Mates | 0 Radio Officers | 0 Second Assistant Engineers | |
| 0 Third Mates | 0 Able Seamen | 0 Third Assistant Engineers | |
| 0 Master First Class Pilot | 0 Ordinary Seamen | 0 Licensed Engineers | |
| 0 Mate First Class Pilots | 1 Deckhands | 0 Qualified Member Engineer | |

In addition, this vessel may carry 56 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 58

Route Permitted And Conditions Of Operation:

---Lakes, Bays, and Sounds---

THE SHELTERED WATERS OF THE WEST COAST OF NORTH AMERICA EAST OF ANGELES POINT, WASHINGTON AND SOUTH OF HOPE ISLAND, BRITISH COLUMBIA, CANADA.

IF THE VESSEL IS AWAY FROM THE DOCK, OR PASSENGERS ARE ON BOARD OR HAVE ACCESS TO THE VESSEL FOR A PERIOD EXCEEDING 12 HOURS IN ANY 24 HOUR PERIOD, AN ALTERNATE MASTER AND CREW SHALL BE PROVIDED.

NOT MORE THAN 12 PASSENGERS MAY BE CARRIED ON AN INTERNATIONAL VOYAGE.

NO MORE THAN 19 PERSONS MAY BE CARRIED ON VESSEL'S UPPER DECK.

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at Bellingham, WA, UNITED STATES, the Officer in Charge, Marine Inspection, SECTOR PUGET SOUND certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

| Annual/Periodic/Re-Inspection | | | | This certificate issued by: J. D. DWYER OCMI Officer in Charge, Marine Inspection SECTOR PUGET SOUND Inspection Zone |
|-------------------------------|------|-------|-----------|--|
| Date | Zone | A/P/R | Signature | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |



Certificate of Inspection

Vessel Name: SALISH SEA

---Hull Exams---

| Exam Type | Next Exam | Last Exam | Prior Exam |
|--------------------|-----------|-----------|------------|
| DryDock | 31Mar2021 | 13Mar2019 | 14Mar2017 |
| Internal Structure | 31Mar2021 | 13Mar2019 | 14Mar2017 |

---Stability---

| Type | Issued Date | Office |
|--------|-------------|--------------------|
| Letter | 26Mar2012 | Sector Puget Sound |

---Lifesaving Equipment---

Total Equipment for 58 Persons

| Primary Lifesaving Equipment | Quantity | Capacity | Required |
|------------------------------------|----------|----------|----------------------------|
| Lifeboats (Total) | 0 | 0 | Life Preservers (Adult) 58 |
| Lifeboats (Port) | 0 | 0 | Life Preservers (Child) 6 |
| Lifeboats (Starboard) | 0 | 0 | Ring Buoys (Total) 1 |
| Motor Lifeboats | 0 | 0 | With Lights 1 |
| Lifeboats With Radio | 0 | 0 | With Line Attached 1 |
| Rescue Boats/Platforms | 0 | 0 | Other 1 |
| Inflatable Rafts | 0 | 0 | Immersion Suits 0 |
| Life Floats/Buoyant App | 0 | 0 | Portable Lifeboat Radios 0 |
| Inflatable Buoyant Apparatus (IBA) | 1 | 45 | Equipped With EPIRB? NO |

--- Fire Fighting Equipment ---

Number of Fire Pumps - 1

Fixed Extinguishing Systems

| Location | Type | Capacity |
|------------------------|----------------|----------|
| ENGINE ROOM & F/O ROOM | Carbon Dioxide | 75 |

Fire Extinguishers - Hand portable and semi-portable

| Quantity | Class Type |
|----------|------------|
| 1 | 10-B:C |
| 1 | 2-A |
| 1 | 40-B:C |

END

Curriculum Vitae

Drew M. Schmidt

Business:

Owner and Operator- Pacific Cruises Northwest, Inc. – 1992 to present.

This company operates, or has operated, both regulated and non-regulated passenger service in Washington, California, Alaska and British Columbia for over 20 years. Current cruises include:

Friday Harbor Passenger Ferry,
Whale Watching Adventure Cruises,
Chuckanut Bay Cracked Crab Dinner Cruises,
Beer Tasting Cruises featuring Washington craft breweries,
UnWINEd – Wine Tasting Cruises and
All inclusive - San Juan Explorer - group tours.

Inaugurated an international ferry route between Bellingham, Washington and Victoria, British Columbia in 1992 offering passenger ferry service and packaged travel between the cities until 2009.

Launched and operated a new glacier and wildlife sightseeing tour in conjunction with the National Park Service in Kenai Fjords National Park, Seward, Alaska, from 1996 through 2000. Tour is still operating today under new ownership.

Operated race viewing excursions from San Diego, California with vessels brought from Washington to watch the America's Cup in both 1992 and 1995.

General Manager – Gray Line Cruises – 1987 to 1992.

Launched and operated a new sightseeing excursion and sport fishing operation in conjunction with the opening of the Resort Semiahmoo in Blaine, Washington.

Captain – Hat Island Ferry, Viking Cruises and Seattle Harbor Tours – 1979 to 1987.

Affiliations:

Commissioner – Bellingham Tourism Commission
Member – Whatcom County Lodging Tax Advisory Committee
Treasurer – San Juan Area Sea Life
Board Member – Pacific Whale Watching Association
Past Chairman of the Board – Bellingham / Whatcom Convention and Visitors Bureau
Past Chairman of the Board – Bellingham / Whatcom County Chamber of Commerce
Past Commissioner – Port of Bellingham – Waterfront Advisory Group

Credentials:

US Coast Guard - Master of Steam, Motor and Sailing Vessels up to 500 gross tons



CERTIFICATE OF MARINE / ENERGY INSURANCE

DATE (MM/DD/YY)
08/13/19

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 DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER WA#712152 1-206-343-2323

AssuredPartners of Washington, LLC
dba MCM; CA lic #0K61066
1325 Fourth Avenue, Suite 2100
Seattle, WA 98101

CONTACT NAME: Morgan Ramey
PHONE A/C, No, Ext): (206) 343-4190 FAX (A/C, No): (206) 508-5910
E-MAIL: morgan.ramey@assuredpartners.com
PRODUCER CUSTOMER ID #:

INSURED

Pacific Cruises Northwest, Inc.
355 Harris Ave. #104
Bellingham, WA 98225

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|-------------------------------|------------------------------|--------|
| INSURER A: | ATLANTIC SPECIALTY INSURANCE | 27154 |
| INSURER B: | SUBSCRIBED AS BELOW | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YY) | POLICY EXP (MM/DD/YY) | LIMITS |
|----------|--|-------------------------------------|--------------------------|---------------|-----------------------|-----------------------|--|
| | HULL AND MACHINERY | <input type="checkbox"/> | <input type="checkbox"/> | | | | PER SCHEDULE ON FILE |
| | <input type="checkbox"/> COLLISION LIABILITY | | | | | | INSURED VALUE \$ |
| | <input type="checkbox"/> TOWERS LIABILITY | | | | | | COMMISSION (Ea occurrence) \$ |
| | | | | | | | TOWERS (Ea occurrence) \$ |
| | | | | | | | \$ |
| | PROTECTION AND INDEMNITY | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | | PER CLUB RULES |
| | <input checked="" type="checkbox"/> CREW LIABILITY <input checked="" type="checkbox"/> JONES ACT | | | | | | X EA OCCURRENCE PER VESSEL, CSL \$ 1,000,000 |
| | <input type="checkbox"/> COLLISION LIABILITY | | | | | | COLLISION (Ea occ), CSL \$ |
| | <input type="checkbox"/> TOWERS LIABILITY | | | | | | TOWERS (Ea occ), CSL \$ |
| A | <input checked="" type="checkbox"/> REMOVAL OF WRECK | | | B5JH84817 | 09/01/19 | 09/01/20 | REMOVAL OF WRECK (Ea occurrence) \$ |
| | <input type="checkbox"/> IN REM | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | POLLUTION LIABILITY | <input type="checkbox"/> | <input type="checkbox"/> | | | | EA OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> OPA 90 | | | | | | \$ |
| B | <input type="checkbox"/> CERCLA | | | V1547719 | 09/01/19 | 09/01/20 | \$ |
| | <input type="checkbox"/> NON-OPA/NON-CERCLA | | | | | | \$ |
| | | | | | | | \$ |
| | MARITIME EMPLOYERS LIABILITY | N/A | <input type="checkbox"/> | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> ALTERNATE EMPLOYER | | | | | | AGGREGATE \$ |
| | INCLUDES <input type="checkbox"/> CREW <input type="checkbox"/> EMPS | | | | | | \$ |
| | <input type="checkbox"/> JONES ACT | | | | | | \$ |
| | <input type="checkbox"/> DEATH ON THE HIGH SEAS | | | | | | \$ |
| | <input type="checkbox"/> IN REM ENDORSEMENT | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE *Simon Z. Nagman*

COVERAGES

CERTIFICATE NUMBER:

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YY) | POLICY EXP (MM/DD/YY) | LIMITS | |
|-------------|--|-------------------------------------|-------------------------------------|----------------|--------------------------|--------------------------|--|--------------|
| A | GENERAL LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | B5JH84817 | 09/01/19 | 09/01/20 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | <input type="checkbox"/> MARINE GENERAL LIABILITY | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS-COMP / OP AGG | \$ 2,000,000 |
| | | | | | | | WA STOP GAP | INCLUDED |
| | | | | | | | | |
| A | AUTOMOBILE LIABILITY | <input type="checkbox"/> | <input type="checkbox"/> | 710038353/0001 | 09/01/19 | 09/01/20 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) | |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | |
| | WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N | N/A | <input type="checkbox"/> | | | | <input type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTHER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. (Each accident) | \$ |
| | <input type="checkbox"/> ALTERNATE EMPLOYER | | | | | | E.L. DISEASE (Ea employee) | \$ |
| | <input type="checkbox"/> USL&H ENDORSEMENT | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | <input type="checkbox"/> MARITIME EMPLOYERS LIABILITY | | | | | | | \$ |
| | <input type="checkbox"/> OCSL ACT | | | | | | | \$ |
| | | | | | | | | \$ |
| | | | | | | | | \$ |
| | U.S. LONGSHORE & HARBOR WORKERS COMPENSATION ACT | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input type="checkbox"/> STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | <input type="checkbox"/> ALTERNATE EMPLOYER | | | | | | E.L. (Each accident) | \$ |
| | <input type="checkbox"/> MARITIME EMPLOYERS LIABILITY | | | | | | E.L. DISEASE (Ea employee) | \$ |
| | <input type="checkbox"/> OCSL ACT | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | AIRCRAFT LIABILITY | <input type="checkbox"/> | <input type="checkbox"/> | | | | EACH OCCURRENCE | \$ |
| | <input type="checkbox"/> OWNED AIRCRAFT | | | | | | AGGREGATE | \$ |
| | <input type="checkbox"/> NON-OWNED AIRCRAFT | | | | | | | \$ |
| | <input type="checkbox"/> PASSENGER LIABILITY | | | | | | | \$ |
| | ENERGY CONTROL OF WELL / OPERATORS EXTRA EXPENSE | <input type="checkbox"/> | <input type="checkbox"/> | | | | CSL, ANY ONE OCCURRENCE (100% interest) | |
| | <input type="checkbox"/> CARE, CUSTODY AND CONTROL (CCC) | | | | | | ANY ONE OCCURRENCE (100% interest) | \$ |
| | OFFSHORE OIL AND GAS PROPERTY | | | | | | | |
| | <input type="checkbox"/> PLATFORMS | | | | | | VALUES AS SCHEDULED | \$ |
| | <input type="checkbox"/> PIPELINES | | | | | | VALUES AS SCHEDULED | \$ |
| | | | | | | | | \$ |
| | ONSHORE OIL AND GAS PROPERTY | | | | | | | |
| | <input type="checkbox"/> OIL & GAS PROPERTY | | | | | | VALUES AS SCHEDULED | |
| | <input type="checkbox"/> CONTRACTORS EQUIPMENT | | | | | | VALUE AS SCHEDULED | |
| | | | | | | | | |
| | NAMED WINDSTORM | | | | | | | |
| | <input type="checkbox"/> CCC <input type="checkbox"/> OFF- SHORE <input type="checkbox"/> ON- SHORE | | | | | | AGGREGATE | \$ |

VESSEL(S):

AS PER ATTACHED SCHEDULE

DETAILED IN THE DESCRIPTION OF OPERATIONS

DESCRIPTION OF OPERATIONS / LOCATIONS (ACORD101, Additional Remarks Schedule, may be attached, if more space is required)

Certificate Holder is listed as an additional insured as respects General Liability and Protection & Indemnity as their interest may appear. Waiver of subrogation in favor of the certificate holder as respects General Liability. General Liability coverage is primary and non-contributory as per the attached policy language.

Insurer B Subscribed as follows:

57.143% State National Insurance Company

25.714% Starr Indemnity & Liability Company

17.143% Berkshire Hathaway Specialty Insurance Company

ACORD 31 (2012/08)

Page 2 of 2



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-305

| | | | | | |
|----------------------|---|----------------------|-------------------------|----------------|--------------|
| File ID: | AB2020-305 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/16/2020 | Entered by: | SLewis@co.whatcom.wa.us | | |
| Department: | Superior Court | File Type: | Contract | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and the State of Washington Office of Crime Victims Advocacy to continue to fund the VGAL Program Coordinator to grow the VGAL program, in the amount of \$74,998.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The Purpose of this agreement is to reimburse Whatcom County for expenses associated with the expansion of advocacy services for child victims of abuse and neglect in dependency proceedings by increasing the number of Volunteer Guardians ad Litem (VGAL). See Attachment.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Grant Application, Budget Detail Worksheet



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Dave Reynolds, Director

RE: Awarded grant from the Office of Crime Victims Advocacy

DATE: July 9, 2020

Enclosed are two (2) originals of the Interagency Agreement between Whatcom County Superior Court and the State of Washington Office of Crime Victims Advocacy for your review and signature.

▪ **Background and Purpose**

The Purpose of this agreement is to reimburse Whatcom County for expenses associated with the expansion of advocacy services for child victims of abuse and neglect in dependency proceedings by increasing the number of Volunteer Guardians ad Litem (VGAL).

▪ **Funding Amount and Source**

The State of Washington Office of Crime Victims Advocacy has awarded Whatcom County Juvenile Court a grant up to \$74,998.00 and Whatcom County agrees to match \$28,377.00 to continue to fund the VGAL Program Coordinator to grow the VGAL program.

▪ **Differences from Previous Contract**

This is a \$20,175.00 decrease from the previous grant award amount and Whatcom County will decrease its matching price by \$3,686.00 less than the previous contract that ran from Jan 1, 2019- June 30, 2020. The grant duration has also changed from 18 months to 1 year.

Please contact Dave Reynolds after the Executive has signed so they can be forwarded to VOCA for full execution. Please contact him, at extension 5495, if you have any questions or concerns regarding the terms of this agreement.

Encl.



Grant Agreement with

N/A

through

Office of Crime Victims Advocacy
Community Services and Housing Division

For

VOCA Volunteer Child Advocates/Guardian Ad Litem Initiative

Start date: 07/01/2020

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| | | |
|-----|---|----|
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FACE SHEET

Grant Number: F18-31219-459

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
VOCA Volunteer Child Advocates/Guardian Ad Litem Initiative

| | | | |
|---|--|---|---------------------------------------|
| 1. Grantee Whatcom County Juvenile PROBATION BELLINGHAM WA 98225 | | 2. Grantee Doing Business As (optional) N/A | |
| 3. Grantee Representative David Reynolds Director of Superior Court dreynold@co.whatcom.wa.us (360) 778-5565 | | 4. COMMERCE Representative Jenna Osterman Program Coordinator Phone: (360) 725-2884 Fax: (360) 586-7176 jenna.osterman@commerce.wa.gov PO Box 42525 98504-8304 1011 Plum Street SE Olympia WA 98501 | |
| 5. Grant Amount \$74,998.00 | 6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | 7. Start Date 07/01/2020 | 8. End Date 06/30/2021 |
| 9. Federal Funds (as applicable) \$74998.00 | Federal Agency: Department of Justice, Office for Victims of Crime | CFDA Number: 16.575 | Indirect Rate (if applicable): |
| 10. SWV # SWV0002425-24 | 11. UBI # 371010246 | 12. DUNS # 060044641 | |
| 13. Grant Purpose To provide funding that strengthens Volunteer Child Advocates program activities. COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget; Attachment C –Equal Employment Opportunity Plan Certification; Attachment D - Victims of Crime Act (VOCA) Program Rule; and Grantee's Application for funding. | | | |
| FOR GRANTEE _____ Signature Satpal Singh Sidhu _____ Name Whatcom County Executive _____ Title _____ Date | | FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE | |

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

1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 8/9/2018

Federal Award Period: 10/1/2017 – 9/30/2021

Federal Award Identification Number (FAIN): 2018-V2-GX-0046

Total Amount of the Federal Award: \$74,702,737

Awarding Official: Department of Justice, Office of Justice Programs, Office for Victims of Crime

Amount obligated by this action: \$74998.00

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

"This project was supported by Grant No. 2018-V2-GX-0046 awarded by Office for Victims of Crime, US Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Office for Victims of Crime, US Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Washington State Department of COMMERCE."

In the event a correction is required to the Acknowledgement of Federal Funding, an administrative change will be processed. A change to the Acknowledgement of Federal Funding will not affect your budget or scope of work and notice will be provided. Funding for activities after 9/30/2021 will be provided via an administrative change.

This subaward may not be used for research and development purposes.

2. ALL SUBAWARDS ("SUBGRANTS") MUST HAVE SPECIFIC FEDERAL AUTHORIZATION

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

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

3. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission

**SPECIAL TERMS AND CONDITIONS
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of the final expenditure report (SF425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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

4. BILLING PROCEDURES AND PAYMENT

The Grantee shall submit all requests for reimbursement on the Invoice Voucher (A-19) form provided electronically by OCVA program staff.

Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Forms via COMMERCE's online invoicing system.

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices.

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

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

5. COMPENSATION

COMMERCE shall pay an amount not to exceed (\$74,998.00) for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A - Scope of Work. Grantee's compensation for services rendered shall be based on the following rates or in accordance with Attachment B – Budget.

The Grantee shall provide a non-federal match for the Victims of Crime Act portion of this Grant. The total match to be provided shall be at least \$18,750.00. All funds designated as match are restricted to the same uses as VOCA federal funds. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. Expenditures of match funds must be identified on the invoice voucher form.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the

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Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Payment will be on a reimbursement basis only.

Consultant fees may not exceed \$650 per day or \$81.25 per hour for the Victims of Crime Act portion of this Grant (excluding travel and subsistence costs).

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Any out-of-state travel must be approved in advance by the COMMERCE program coordinator for this Grant. Current travel rates may be accessed at <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide, which can be found at https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf.

Funds payable under this Grant include federal Victims of Crime Act (VOCA) victim assistance grant funds (CFDA Number 16.575).

In performance of the services, requirements, and activities set forth herein, the Grantee shall comply with all applicable federal requirements of the Victims of Crime Act Rule <https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>.

6. COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)

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

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

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

7. COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS

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

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

8. COMPLIANCE WITH DOJ GRANTS FINANCIAL GUIDE

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

9. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 38

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

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 42

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

11. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. PART 54

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

12. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at

<https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

13. COMPLIANCE WITH OJP TRAINING GUIDING PRINCIPLES

**SPECIAL TERMS AND CONDITIONS
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Any training or training materials that the Grantee, or any Subgrantee at any tier, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

14. COMPUTER NETWORKS

Grantee understands and agrees that it cannot use any federal funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

15. COMPLYING WITH THE SAFE STREETS ACT

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

16. DEMOGRAPHIC DATA

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

Grantees submit this information to COMMERCE via InfoNet. This is specific to direct victim services.

17. DISCRIMINATION FINDINGS

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

18. EFFECT OF FAILURE TO ADDRESS AUDIT ISSUES

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

19. ENCOURAGEMENT OF POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

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

20. ENFORCING CIVIL RIGHTS LAWS

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require

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recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

21. ENSURING ACCESS TO FEDERALLY ASSISTED PROGRAMS

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVV have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

22. ENSURING THE COMPLIANCE OF SUBRECIPIENTS

As applicable, the State Administering Agency (COMMERCE) must have standard assurances to notify subrecipients (Grantees) of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' (Grantees) compliance with civil rights requirements, and a program to train subrecipients (Grantees) on applicable civil rights laws.

In addition, COMMERCE must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients (Grantees). For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

23. EXAMINATION OF RECORDS

The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

24. FFATA REPORTING: SUBAWARDS AND EXECUTIVE COMPENSATION

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

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e.,

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unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

COMMERCE submits FFATA information on behalf of all Grantees.

25. FEDERAL NON-DISCRIMINATION REQUIREMENTS

Grantee will comply with any applicable federal non-discrimination requirements, which may include:

- the Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
- the Victims of Crime Act (VOCA) of 1984 (34 U.S.C. § 20101);
- the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
- the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86);
- the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
- 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex In Education Programs or Activities Receiving Federal Financial Assistance);
- Executive Order 13279 (equal protection of the law for-faith based and community organizations); and 28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Equal Treatment for Faith Based Organizations).

Grantee also ensures compliance with Federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law. Information about civil rights obligations of Grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

26. GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS

The Grantee, and any Subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

27. GRANT MANAGEMENT

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

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

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

28. GRANT MODIFICATION

**SPECIAL TERMS AND CONDITIONS
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Notwithstanding any provision of this grant to the contrary, at any time during the grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this grant to the contrary, at any time during the grant period, COMMERCE may analyze grant expenditures as a proportion of the grant budget. If COMMERCE determines, in its sole discretion, that the grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the grant to reduce the balance of the grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other grantees for the provision of eligible program activities.

29. INSURANCE

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

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

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

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

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

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

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

30. MEETING THE EEOP REQUIREMENT

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An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>.

Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov. See Attachment C: EEOP Certification form.

31. MEETING THE REQUIREMENT TO SUBMIT FINDINGS OF DISCRIMINATION

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Grantees must also inform COMMERCE of this finding.

32. "METHODS OF ADMINISTRATION" MONITORING COMPLIANCE WITH CIVIL RIGHTS LAWS AND NONDISCRIMINATION PROVISIONS

As applicable. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

COMMERCE is responsible for submitting MOA and for monitoring compliance of Grantees.

33. NATIONAL ENVIRONMENTAL POLICY ACT

As applicable. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable.

The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

34. NATIONAL VOCA TRAINING

As applicable. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

COMMERCE attends this training to meet this federal requirement; Grantees should not plan to attend the training event, attendance is not eligible.

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35. OJP TRAINING GUIDING PRINCIPLES

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

36. NON-SUPPLANTING CERTIFICATION

No VOCA Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services. VOCA Grant funds will be used to increase the total amount of funds used for crime victim assistance. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

37. PARTNERSHIPS WITH FAITH-BASED AND OTHER NEIGHBORHOOD ORGANIZATIONS; ENSURING EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND SAFEGUARDING CONSTITUTIONAL PROTECTIONS RELATED TO RELIGION

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

State Administering Agencies (SAAs) and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

38. POTENTIAL IMPOSITION OF ADDITIONAL REQUIREMENTS

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

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DOJ monitors and evaluates risk for COMMERCE, and COMMERCE monitors and evaluates risk for Grantees. Grantee agrees to comply with any additional requirements that may be imposed if COMMERCE has designated the Grantee as "high risk" via risk assessment and monitoring procedures.

39. PROVIDING SERVICES TO LIMITED ENGLISH PROFICIENCY (LEP) INDIVIDUALS

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

40. QUARTERLY PERFORMANCE REPORTS

As applicable. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

Grantees submit this information to COMMERCE via InfoNet, COMMERCE reports to OVC.

41. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS: REQUIREMENT TO REPORT INFORMATION ON CERTAIN CIVIL, CRIMINAL, AND ADMINISTRATIVE PROCEEDINGS TO SAM AND FAPIIS

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

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

42. RECLASSIFICATION OF VARIOUS STATUTORY PROVISIONS TO A NEW TITLE 34 OF THE UNITED STATES CODE

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

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

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43. REPORTING

Grantees will submit quarterly reports on VOCA Volunteer Child Advocates/Guardian Ad Litem Initiative activities.

Grantees must collect and maintain data that measure the performance and effectiveness of work done under this grant.

If providing direct services or outreach, the Grantee shall submit data quarterly in the InfoNet data collection system, relative to the provision of VOCA Volunteer Child Advocates/Guardian Ad Litem Initiative services. Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

The Grantee shall submit non-personally identifying demographic, service and compliance data required by state funding sources in the InfoNet data collection system. The Grantee shall maintain documentation and records that support the data reported in InfoNet.

The Grantee shall establish and maintain written procedures for the security of InfoNet use at its site. Procedures shall include:

- Only authorized staff are provided access to the InfoNet data and files;
- Staff are informed of the need for security and confidentiality of data and files maintained in or available through the InfoNet system; and
- That the Grantee shall notify the Department Program Coordinator for this grant when an employee is no longer authorized to access the InfoNet system.

This information on the activities supported by the grant funding will assist in assessing the effects that the VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

44. REPORTING POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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

45. REQUIREMENTS OF THE AWARD; REMEDIES FOR NON-COMPLIANCE OR FOR MATERIALLY FALSE STATEMENTS

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

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The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

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

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

46. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OJP AUTHORITY TO TERMINATE AWARD)

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

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

47. REQUIRED TRAINING FOR POINT OF CONTACT AND ALL FINANCIAL POINTS OF CONTACT

As applicable. The State Administering Agency (COMMERCE) fulfills the requirements in this section. Grantees should not anticipate completing the OJP financial management and grant administration training.

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

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

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

48. REQUIREMENTS RELATED TO "DE MINIMIS" INDIRECT COST RATE

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

Recipient requirement to notify OJP is for COMMERCE. Grantees must work with their COMMERCE grant manager regarding requirements related to "de minimis" indirect cost rate.

49. REQUIREMENT FOR DATA ON PERFORMANCE AND EFFECTIVENESS UNDER THE AWARD

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award.

The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Grantees report data to their COMMERCE grant manager at jenna.osterman@commerce.wa.gov. See "Reporting" Special Term and Condition. COMMERCE will report this data to OJP.

50. REQUIREMENTS RELATED TO SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

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

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

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

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

51. REQUIREMENT TO DISCLOSE WHETHER RECIPIENT IS DESIGNATED "HIGH RISK" BY A FEDERAL GRANT-MAKING AGENCY OUTSIDE OF DOJ

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

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52. REQUIREMENT TO REPORT POTENTIALLY DUPLICATIVE FUNDING

As applicable. If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly contact their COMMERCE grant manager at jenna.osterman@commerce.wa.gov.

COMMERCE must notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

53. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

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

54. RESTRICTIONS ON "LOBBYING"

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

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

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

55. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS

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

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

1. In accepting this award, the recipient--
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - a. it represents that—
 - i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

56. SPECIFIC POST-AWARD APPROVAL REQUIRED TO USE A NONCOMPETITIVE APPROACH IN ANY PROCUREMENT CONTRACT THAT WOULD EXCEED \$250,000

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

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

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57. SUBCONTRACTOR DATA COLLECTION

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

58. SUBGRANT AWARD REPORT (SAR)

The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.

Grantees submit this information to COMMERCE, who then submits this information to OVC.

59. USING ARREST AND CONVICTION RECORDS IN MAKING EMPLOYMENT DECISIONS

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

While organizations may take into account a person's recent criminal history in filling positions that have contact with vulnerable populations, which may include children, people with severe mental or physical disabilities, or survivors of sexual assault and other violent crimes, recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

60. VOCA FUNDS

As applicable. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2017, are available until the end of FY 2020).

COMMERCE manages this funding period requirement, Grantees must adhere to the grant period on the Grant Face Sheet.

61. VOCA REQUIREMENTS

As applicable. The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following

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categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

62. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Equal Employment Opportunity Plan Certification
- Attachment D - Victims of Crime Act (VOCA) Program Rule
- VOCA Volunteer Child Advocates/Guardian Ad Litem Initiative Application for Funding as submitted and approved by COMMERCE

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1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "Subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

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

3. ADVANCE PAYMENTS PROHIBITED

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

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4. ALL WRITING CONTAINED HEREIN

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

5. AMENDMENTS

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

6. AMERICANS WITH DISABILITIES ACT (ADA)

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. AUDIT

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

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

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

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

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

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3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E.** The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request,

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the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within twenty-four (24) hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

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

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Office of Crime Victims Advocacy program including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

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

13. COPYRIGHT PROVISIONS

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

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

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

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

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

14. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

15. DUPLICATE PAYMENT

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

16. GOVERNING LAW AND VENUE

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

17. INDEMNIFICATION

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

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sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

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

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

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

18. INDEPENDENT CAPACITY OF THE GRANTEE

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

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

20. INDUSTRIAL INSURANCE COVERAGE

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

21. LAWS

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

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

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

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24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

25. PAY EQUITY

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

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

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

26. POLITICAL ACTIVITIES

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

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

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

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

29. RECAPTURE

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

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

30. RECORDS MAINTENANCE

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

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

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

31. REGISTRATION WITH DEPARTMENT OF REVENUE

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

32. RIGHT OF INSPECTION

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

33. SAVINGS

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

34. SEVERABILITY

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

35. SITE SECURITY

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

36. SUBGRANTING/SUBCONTRACTING

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

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor

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to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

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

37. SURVIVAL

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

38. TAXES

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

39. TERMINATION FOR CAUSE

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

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

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

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

40. TERMINATION FOR CONVENIENCE

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

41. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and

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

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

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

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

42. TREATMENT OF ASSETS

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

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

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

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

43. WAIVER

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

SCOPE OF WORK

VOCA Volunteer Child Advocates/Guardian Ad Litem Initiative

07/01/2020 through 06/30/2021

N/A shall furnish goods and services necessary to accomplish the activities under the VOCA Volunteer Child Advocates/Guardian Ad Litem Initiative grant funding during the grant period.

This Grant is not a benefit or entitlement to the Grantee. It is not to be used to acquire property or services for the federal government's direct benefit. The principle purpose of this Grant is to provide funding for N/A to accomplish a public purpose.

Funding from this Grant must be used to support the services outlined and approved in the VOCA Volunteer Child Advocates/Guardian Ad Litem Initiative funding application.

DATA REQUIREMENTS

Grantees will submit quarterly reports on VOCA Volunteer Child Advocates/Guardian Ad Litem Initiative activities to their grant manager.

Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

DELIVERABLES

1. Reports – As described in Section 43 of Special Terms and Conditions
2. Audit – If required, audit must be received no later than nine (9) months after the end of the Grantee's fiscal year
3. Vouchers – Must be submitted at least quarterly

PERFORMANCE MEASURES

Provision of the deliverables listed above will be measured using the following performance measures:

1. 90% of required reports will be submitted on time
2. 100% of required audits will be completed on time

BUDGET

| Budget | Total |
|---------------------------|--------------|
| Salaries | \$49,065.00 |
| Benefits | \$25,037.00 |
| Goods and Services | \$896.00 |
| Total | \$74,998.00 |

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

Any purchase over \$5,000 must be pre-approved by COMMERCE.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Whatcom County Juvenile

Address: PROBATION 311 GRAND AVE STE 501 BELLINGHAM, WA 98225

Is **agency** a ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☐ Yes ☐ No

DUNS Number: Vendor Number (only if **direct** recipient): N/A

Name and Title of Contact Person: David Reynolds, Director of Superior Court

Telephone Number: (360) 778-5565 **E-Mail Address:** dreynold@co.whatcom.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Less than fifty employees. ☐ Indian tribe. ☐ Medical Institution.
☐ Nonprofit Organization. ☐ Educational Institution. ☐ Receiving an award less than \$25,000

I, _____ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

Karen S. Goens, Human Resources Manager

[responsible official],

certify that **Whatcom County** [recipient]

Which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

<http://www.whatcomcounty.us/DocumentCenter/View/38789/EEOP-Utilization-Report-2019?bidId=>

[organization],

311 Grand Avenue- Suite 107 Bellingham, WA 98225

[address].

Karen S. Goens, Human Resources Manager



7/15/2020

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

[responsible official],

certify that _____ [recipient],

which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the

Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

| |
|--------------------------------|
| BUDGET DETAIL WORKSHEET |
|--------------------------------|

VOLUNTEER CHILD ADVOCATES/GUARDIAN AD LITEM

Agency Name: Whatcom County Juvenile Court / Volunteer Guardian ad Litem Program

Salaries - List each position to be paid with these grant funds by name of employee, if available, and title. Show the annual salary rate and the percentage of time to be devoted to this initiative. Salaries may include individuals providing direct services, supervision, or support staff.

FTEs must be calculated using 40 hours per week. See the section *Budget Line Items and Guidance* for more details.

| Name/Position | Annual Salary or Hourly Salary | Annual Computation based on FTE | Cost for Grant |
|---|--------------------------------|----------------------------------|------------------|
| (sample) | (sample) | (sample) | (sample) |
| Jane Doe, Advocate | \$50,000 | 50,000 x 50% (.50 FTE) x 1 year | \$ 25,000 |
| Nicole Gitts Spaur, Volunteer Guardian ad Litem Program Coordinator | \$57,724 annual salary | \$57,724 x 85%(1.0 FTE) x 1 year | \$49,065 |
| | | | |
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| | | | |
| | | Total Salaries: | \$ 49,065 |

List activities associated with all positions above:

Coordinates the Volunteer Guardian ad Litem Program, including training for volunteers in best practices and state standards.

Recruits, screens, trains, supervises, and supports Volunteer Guardians ad Litem who provide advocacy for child victims of abuse/neglect

Reviews cases and assigns to appropriate volunteers. Attends court hearings and trials to assist and support volunteers.

Provides ongoing coaching and consultation around case plans, court reports, and strategies for advocacy.

Collects and reports out program data. Maintains case and volunteer files. Acts as a case carrying Guardian ad Litem if needed.

BUDGET DETAIL WORKSHEET

VOLUNTEER CHILD ADVOCATES/GUARDIAN AD LITEM

Agency Name: Whatcom County Juvenile Court / Volunteer Guardian ad Litem Program

Benefits - Must be for the personnel named in Salaries. Benefits should be based on actual known costs or an established formula. Benefits should only be for the percentage of time devoted to these services. Only the allowable portion of costs such as employer payroll taxes, insurance, and other fringe benefits for personnel listed on Salaries worksheet may be included in this category.

| Benefit Description for Name/Position | Annual Cost | Annual Computation based on FTE | Cost for Grant |
|---|-------------|----------------------------------|----------------|
| (sample) | (sample) | (sample) | (sample) |
| Jane Doe, Advocate | \$12,500 | 12,500 x 50% (.50 FTE) x 1 year | \$6,250 |
| Nicole Gitts Spaur, Volunteer Guardian ad Litem Program Coordinator | \$29,455 | \$29,455 x 85%(1.0 FTE) x 1 year | \$25,037 |
| | | | |
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| | | | |
| | | Total Benefits: | \$ 25,037 |

List details associated with all benefits listed above, including type of benefits provided:

Medical, Dental, Vision, Life Insurance, Employee Assistance Program: 1400.60 per month

Retirement Plans - Washington State Retirement (.1286 x wages): \$618.61 per month

Social Security (.0765 x wages): \$367.99 per month

Worker's Compensation (.35 per hour worked): \$43.33 per month

Unemployment Insurance (.5% of salary): \$24.05 per month

VOLUNTEER CHILD ADVOCATES/GUARDIAN AD LITEM

Goods and Services - Goods and services must be related to the provision of the activities under this grant. Only those costs, such as supplies, utilities, rent, professional liability insurance, travel, and telephone that are incurred providing services under this grant can be included here. Attach an additional page, if needed, to provide complete information. In the space provided, describe how shared costs are allocated. **See the section Budget Line Items and Guidance for more information about allocating shared costs.**

Attachment D

BUDGET DETAIL WORKSHEET

VOLUNTEER CHILD ADVOCATES/GUARDIAN AD LITEM

Agency Name: Whatcom County Juvenile Court / Volunteer Guardian ad Litem Program

Indirect - USE THIS WORKSHEET ONLY IF YOU ARE UTILIZING AN INDIRECT RATE.

There are two Indirect options (see Budget Line Items and Guidance section for more information):

1. 10% of the Modified Total Direct Costs

2.

Indirect Cost Rate Proposal

3. Federally Negotiated Indirect Cost Rate

| Indirect Method <i>check which Indirect method you are using:</i> | | Additional Documentation Needed |
|--|---|--|
| <input type="checkbox"/> | 10% of the Modified Total Direct Costs | Complete the 10% MTDC certification form (Attachment E) |
| <input type="checkbox"/> | Indirect Cost Rate Proposal For governmental departments without a FNICR only, who receive less than \$35 million in federal funds. Prepare and retain for audit an indirect cost rate proposal and related documentation to support indirect costs. | Attach a copy of the most recent Indirect Cost Rate Proposal |
| <input type="checkbox"/> | Federally Negotiated Indirect Cost Rate | Include a copy of the approval from the cognizant federal agency of the federal Negotiated Indirect Cost Rate. |
| <input checked="" type="checkbox"/> | Not requesting reimbursement of indirect costs. Only direct costs will be charged to the grant. | None |

Please enter the amount you determined to be charged to this grant based on either 10% MTDC, Indirect Cost Rate Proposal, or Federally Negotiated Indirect Cost Rate

| | |
|-----------------|--|
| Amount Indirect | |
|-----------------|--|

| |
|--------------------------------|
| BUDGET DETAIL WORKSHEET |
|--------------------------------|

VOLUNTEER CHILD ADVOCATES/GUARDIAN AD LITEM

Agency Name: Whatcom County Juvenile Court / Volunteer Guardian ad Litem Program

Match - VOCA regulations require grantees to contribute to the total cost of their VOCA-funded project by providing not less than 20% match, either cash or in-kind, from non-federal sources.

To determine how match is figured, use the following formula:
 Match = The Amount of Anticipated Grant Award ÷ 0.80) x 0.20

| Required Match | | |
|--------------------------|--------------|--------------|
| Anticipated Grant Award: | \$ 74,998.00 | \$ 18,749.50 |

| Match Description | Match Detail | Computation | Cost |
|---|---|-----------------------------------|---------------------|
| (sample) volunteer hours | (sample) Sarah M, volunteer | (sample) \$12/hour x 520 hours | (sample) \$6,240 |
| 15%(1.0 FTE) program coordinator salary | Nicole Gitts Spaur, Volunteer Guardian ad Litem Program Coordinator | \$57,724 x 15%(1.0 FTE) | \$8,659 |
| Office space rental / utilities | | \$650 x 12 months | \$7,800 |
| Administration/supervision in-kind | | 10% | \$7,500 |
| 15%(1.0 FTE) program coordinator benefits | Nicole Gitts Spaur, Volunteer Guardian ad Litem Program Coordinator | \$29,455 x 15%(1.0 FTE) | \$4,418 |
| | | | |
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| | | | |
| TOTAL PROJECT MATCH AMOUNT | | | \$ 28,377.00 |

I/We certify that we will provide the non-federal match of the *VOLUNTEER CHILD ADVOCATES/GUARDIAN AD LITEM* application as indicated above.

Signature: Date: 

| |
|--------------------------------|
| BUDGET DETAIL WORKSHEET |
|--------------------------------|

VOLUNTEER CHILD ADVOCATES/GUARDIAN AD LITEM

Agency Name: Whatcom County Juvenile Court / Volunteer Guardian ad Litem Program

Budget Summary - When you have completed the budget detail worksheets, transfer the totals for each category to the spaces below and/or **double check numbers that are automatically transferred.**

| Budget Line Items | Total |
|------------------------|-----------|
| Salaries | \$ 49,065 |
| Benefits | \$ 25,037 |
| Subcontracted Services | \$ - |
| Goods and Services | \$ 896 |
| Indirect | \$ - |
| Total Grant Amount | \$ 74,998 |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-306

| | | | | | |
|----------------------|---|----------------------|--------------------------|----------------|--------------|
| File ID: | AB2020-306 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/16/2020 | Entered by: | DPierce@co.whatcom.wa.us | | |
| Department: | Sheriff's Office | File Type: | Interlocal | | |
| Assigned to: | Council Finance and Administrative Services Committee | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and U.S. Department of Justice for Organized Crime Drug Enforcement Task Forces (OCDETF), in the amount of \$2,500.00

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Contract

WHATCOM COUNTY
SHERIFF'S OFFICE

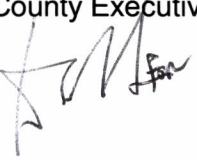
BILL ELFO
SHERIFF



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

MEMORANDUM

TO: Satpaul Sidhu, County Executive

FROM: Bill Elfo, Sheriff 

DATE: June 26, 2020

SUBJECT: Agreement with the U.S. Department of Justice
Organized Crime Drug Enforcement Task Forces (OCDETF)
OCDETF Investigation / Strategic Initiative Number PA-WAW-0349

Enclosed for your review and signature are two (2) original agreements between Whatcom County and the U.S. Department of Justice Organized Crime Drug Enforcement Task Forces (OCDETF).

Background and Purpose

This agreement provides for reimbursement of overtime of Whatcom County Sheriff's Office Deputies engaged in Federal Organized Crime Drug Enforcement Task Force investigations.

Funding Amount and Source

\$2,500 from the U.S. Department of Justice.

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

Thank you.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

| | | | | | | | | | |
|---|--|---|--|--|---|---|---|---|--|
| Originating Department: | Whatcom County Sheriff's Office | | | | | | | | |
| Division/Program: (i.e. Dept. Division and Program) | 3520 Bureau of LE & Investigations/ 352070 Drug Task Force | | | | | | | | |
| Contract or Grant Administrator: | Doug Chadwick, Undersheriff | | | | | | | | |
| Contractor's / Agency Name: | U.S. Department of Justice OCEETF | | | | | | | | |
| Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> | | | | | | | | | |
| Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ | | | | | | | | | |
| Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ | | | | | | | | | |
| Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) | | | | | | | | | |
| Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____ | | | | | | | | | |
| Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ | | | | | | | | | |
| Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____ | | | | | | | | | |
| Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. | | | | | | | | | |
| If YES, indicate exclusion(s) below: <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 checked="" 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 checked="" 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 checked="" type="checkbox"/> Interlocal Agreement (between Governments). | | | | | | | | | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ 2,500 This Amendment Amount: \$ _____ Total Amended Amount: \$ 2,500 | 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: _____ | | | | | | | | | |
| Agreement provides for reimbursement of Sheriff's Office overtime in connection with U.S. Department of Justice Organized Crime Drug Enforcement Task Force (OCEETF) investigation PA-WAW-0349. | | | | | | | | | |
| Term of Contract: 06/11/20 Expiration Date: 9/30/20 | | | | | | | | | |

| | | |
|-------------------|--|---------------|
| Contract Routing: | 1. Prepared by: D. Duling | Date: 6/26/20 |
| | 2. Attorney signoff: <u>approved via email BWS/DP</u> | Date: 7/10/20 |
| | 3. AS Finance reviewed: <u>approved via email BWS/DP</u> | Date: 7/10/20 |
| | 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: _____ |

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2020 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 060044641
Federal Tax Identification #: 91-6001383

DC#: W-32-

Amount Requested:
Amount requested should match the amount calculated on the Initial Funding Form, Page 2.
\$2,500
Number of Officers Listed: 18

OCDETF Investigation / Strategic Initiative
Number: PA-WAW-0349
Operation
Name: _____

From: June 11, 2020
Beginning Date of Agreement
To: September 30, 2020
Ending Date of Agreement

Federal Agency Investigations:
Number: RL-19-0005

State or Local Organization
Narcotics Supervisor: Chief Kevin Hester
Telephone Number: (360) 778-6634
E-mail Address: khester@co.whatcom.wa.us

State or Local Organization Name:
Whatcom County Sheriff's Office
Address to receive OCDETF paperwork (no PO Boxes):
ATTN: Dawn Pierce
311 Grand Ave -BSMT
Bellingham, WA 98225

Sponsoring Federal Agency(ies):
DEA

Sponsoring Federal Agency
Group/Squad Supervisor: _____
Telephone Number: _____
E-mail Address: _____

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Donna Duling, Accounting Technician
Telephone Number: (360) 778-6611
E-mail Address: SheriffAccounting@co.whatcom.wa.us

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2020 Agreement Initial Funding Form
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: PA-WAW-0349

Amount Requested: \$ 2,500.00

This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

☒ Surveillance ☒ Takedown ☐ Trial/Court ☐ Wire: ☐ Approved ☐ Pending ☐ Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount:

Average Officer Overtime Rate:

\$ 70.02

Estimated overtime hours for your active investigation plan, from the agreement start date:

Prior year agreement spending, if any:

\$ 7,044.58

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

The U.S. Department of Justice typically provides an initial allocation of \$2,500 for the Sheriff's Office to begin each OCDETF case. After the initial funding and work on the case begins, additional allotments are approved as needed.

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2020.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

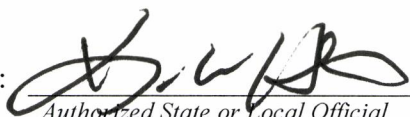
6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By:  CHIEF DEPUTY 7-9-20
Authorized State or Local Official Title Date
KEVIN HESTER
Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Whatcom County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: PA-WAW-0349

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

| <u>NAME</u> | <u>TITLE/RANK</u> | <u>DOB</u> |
|-------------------|-------------------|------------|
| 1. Burks, Doug | Sergeant | 12/11/68 |
| 2. Allen, James | Deputy | 7/31/91 |
| 3. Assink, Grant | Deputy | 3/29/84 |
| 4. Chambers, Dane | Deputy | 3/23/88 |
| 5. Dezeeuw, Tyler | Deputy | 1/15/88 |
| 6. Gervol, Magnus | Deputy | 2/1/79 |
| 7. Nyhus, Jason | Deputy | 12/28/71 |
| 8. Osborn, DJ | Deputy | 8/16/76 |
| 9. Paz, Anthony | Sergeant | 9/27/75 |
| 10. Rathbun, Ryan | Deputy | 3/8/81 |

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC
INITIATIVE PROGRAMS**

State or Local Organization: Whatcom County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: PA-WAW-0349

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

| <u>NAME</u> | <u>TITLE/RANK</u> | <u>DOB</u> |
|-------------------------------|-------------------|------------|
| 11. Roosma, William | Deputy | 8/5/75 |
| 12. Streubel, S. Austin | Deputy | 2/22/79 |
| 13. Triplett, James | Sergeant | 9/26/73 |
| 14. Wagenaar, Brent | Detective | 4/5/77 |
| 15. Weatherby, Nicholas | Deputy | 1/14/86 |
| 16. Wood, Benjamin | Deputy | 4/15/80 |
| 17. Strand, Erik | Deputy | 5/12/80 |
| 18. Taddonio, Frank "Michael" | Deputy | 10/7/79 |
| 19. | | |
| 20. | | |

ADDENDUM A

OCDETF Pacific Region

DEFINITION OF "FULL-TIME PARTICIPATION"

The OCDETF State and Local Overtime (SLOT) Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

EXCEPTIONS TO THE "FULL-TIME PARTICIPATION RULE"

PART TIME -

If an officer/agent works more than eighty (80) hours regular time per month on OCDETF matters, then the officer/agent will get reimbursed for needed overtime that month (no exemption letter needed).

LIMITED PART TIME

If an officer works between one (1) and seven (7) hours regular time per month on OCDETF matters, no more than sixteen (16) hours of overtime will be reimbursed that month (no exemption letter needed).

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or unforeseen circumstances require additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances, more than sixteen (16) hours of overtime may be reimbursed for that month, but will require an exemption letter. This letter has to be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occurred that month; must 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) must state that the sponsoring federal agency supervisor in the district where the investigation is being conducted, approves of this request.

ZERO PARTICIPATION (Zero Regular Hours Worked)

If an officer/agent works zero (0) regular hours on OCDETF matters during the month, the officer/agent will be limited to being reimbursed no more than sixteen (16) hours overtime for that month (an exemption letter is required as described above, plus an explanation of why zero (0) regular hours were worked).

In very rare, unforeseen circumstances, where over sixteen (16) hours of overtime reimbursement are being requested, an additional explanation of the zero regular hours worked must be added to the exemption letter. The request for over sixteen (16) hours of overtime reimbursement should be limited to extremely rare circumstances.

All requests for overtime for matters where unforeseen circumstances are claimed will be reviewed for final approval by the sponsoring federal agency Pacific Region OCDETF Coordinator (or his/her designee) and the Pacific Region OCDETF Director (or his/her designee).

Acknowledged:



Authorized State or Local Official

(Name and Signature)

CHIEF Deputy 7-9-20

Title Date

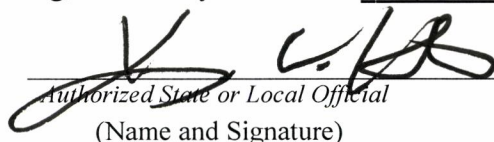
ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective *only* after it has been *approved and funded* for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement *does not* authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

State or Local Agency Narcotics Supervisor: KEVIN HESTER, CHIEF
Address: 311 GRAND AVENUE
BELLINGHAM, WA. 98225

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.
3. This agreement *does not* authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement *does not* require the RCG to pay for any overtime worked without sufficient, previously authorized funding.
4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements *must* be attached to every Agreement for each OCDETF investigation.
5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.
6. OCDETF State and Local Overtime funds are *not* to be used for:
- a. equipment procurement
 - b. agency operational subsidies
 - c. purchases of evidence
 - d. payments to confidential informants
 - e. reimbursements to anyone other than sworn law enforcement officers.
 - f. reimbursement of compensation time earned in lieu of overtime payment
7. All overtime reimbursement requests must be submitted to the RCG within thirty (30) days of the close of the month in which the overtime was worked.
8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed \$ 18,649.00 from any Federal source this fiscal year.

Acknowledged:

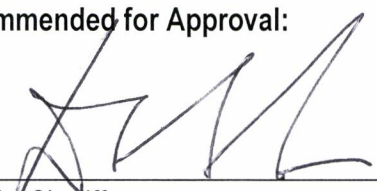

Authorized State or Local Official
(Name and Signature)

CHIEF DEPUTY
Title

7-9-20
Date

WHATCOM COUNTY:

Recommended for Approval:



Bill Elfo, Sheriff

07/09/20

Date

Approved as to form:

Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-307

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|--------------|
| File ID: | AB2020-307 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/20/2020 | 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: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to administer the Washington State Department of Commerce Housing and Essential Needs Program in the amount of \$608,211 for a total amended contract amount of \$2,037,324

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed contract amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Opportunity Council – Housing and Essential Needs Program Contract Amendment #7

DATE: July 20, 2020

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

▪ **Background**

Housing and Essential Needs (HEN) is a program of the Washington State Department of Commerce Consolidated Homeless Grant (CHG) and provides funding for rent and utility assistance, essential needs items, and case management for recipients whose eligibility is determined by the Department of Social and Health Services (DSHS).

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$2,037,324 in the current contract period (07/01/2020 – 06/30/2021) and \$4,666,787.50 in the entire contract period (07/01/2018 – 06/30/2021) is provided by the Washington State Department of Commerce CHG. Council approval is required as additional funding in this amendment exceeds 10% of the approved budget.

▪ **Changes from Previous Contract**

The purpose of this amendment is to add \$608,211 in HEN funding for State Fiscal Year 2020-21. The contractor will add two additional staff and households served will increase from 170 to 214.

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

Encl.



| | | | | | | |
|---|--|---|--|--|-----------------------------|------------|
| | | WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. <u>201805015 – 7</u> | | |
| Originating Department: | | | 85 Health | | | |
| Division/Program: (i.e. Dept. Division and Program) | | | 8550 Human Services / 855040 Housing Program | | | |
| Contract or Grant Administrator: | | | Kathleen Roy | | | |
| Contractor's / Agency Name: | | | Opportunity Council | | | |
| 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 #: | | 201805015 | | |
| 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? | | | | CFDA#: | | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | If yes, grantor agency contract number(s): | | | | |
| Is this contract grant funded? | | | | | | |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | If yes, Whatcom County grant contract number(s): | | 201907017 | | |
| Is this contract the result of a RFP or Bid process? | | | | Contract Cost Center: | 122600 | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | If yes, RFP and Bid number(s): | | | | |
| Is this agreement excluded from E-Verify? | | No <input 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: | | | | |
| \$ | 4,058,576.50 | 1. Exercising an option contained in a contract previously approved by the council. | | | | |
| This Amendment Amount: | | 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. | | | | |
| \$ | 608,211 | 3. Bid or award is for supplies. | | | | |
| Total Amended Amount: | | 4. Equipment is included in Exhibit "B" of the Budget Ordinance | | | | |
| \$ | 4,666,787.50 | 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 funds programmatic and administrative services associated with the operation of the Housing and Essential Needs (HEN) Program and the distribution of rental and utility assistance subsidies to eligible participants. | | | | | | |
| Term of Contract: | | 1 Year | | Expiration Date: | 06/30/2021 | |
| Contract Routing: | 1. Prepared by: | JT | | | Date: | 06/02/2020 |
| | 2. Health Budget Approval | KR | | | Date: | 07/16/2020 |
| | 3. Attorney signoff: | RB | | | Date: | 07/14/2020 |
| | 4. AS Finance reviewed: | M Caldwell | | | Date: | 07/14/2020 |
| | 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 HEALTH DEPARTMENT CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225

AMENDMENT NUMBER: 6

CONTRACT PERIODS:

| | | | |
|---------------|-------------------------|---------------|-------------------------|
| Original: | 07/01/2018 – 06/30/2019 | Amendment #4: | 03/15/2019 – 06/30/2019 |
| Amendment #1: | 07/01/2018 – 06/30/2019 | Amendment #5: | 07/01/2019 – 06/30/2020 |
| Amendment #2: | 10/01/2018 – 06/30/2019 | Amendment #6: | 07/01/2020 – 06/30/2021 |
| Amendment #3: | 01/01/2019 – 06/30/2019 | Amendment #7: | 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. Amend Exhibit A – Scope of Work and Exhibit B – Compensation to add an additional \$608,211 in funding and increase the number of households provided with rental assistance from 170 to 214; revised exhibits are attached.
2. Funding for this contract period (07/01/2020 – 06/30/2021) is not to exceed \$2,037,324.
3. Funding for the total contract period (07/01/2018 – 06/30/2021) is not to exceed \$4,666,787.50.
4. All other terms and conditions remain unchanged.
5. 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:

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

FOR WHATCOM COUNTY:

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

CONTRACTOR INFORMATION:

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

EXHIBIT "A" – Amendment #7
(SCOPE OF WORK)

I. Background

The Housing and Essential Needs (HEN) is one of three programs created by Engrossed Senate House Bill 2082 which terminated the Disability Lifeline (DL) Program. HEN funds are part of Washington State Department of Commerce (Commerce) Consolidated Homeless Grant (CHG) and are intended to provide rental assistance, case management, utility assistance and essential needs for Medical Care Services recipients whose eligibility is determined by the Department of Social and Health Services (DSHS). The Opportunity Council's Whatcom Homeless Service Center (WHSC) is a housing services program that serves as the coordinated entry for homelessness prevention and re-housing services for Whatcom County residents. The Community Services Division of the Opportunity Council oversees and administers housing case management and related programs. The WHSC administers HEN rental and utility assistance in coordination with Community Services. Community Services administers case management services for the HEN Program and the purchasing and distribution of Essential Needs products for HEN eligible clients. The WHSC manages the Homeless Management Information Services (HMIS) for the County and is responsible for the HMIS requirements of the HEN Program. People eligible to receive HEN rental and utility assistance, and Essential Needs items, will be served as long as funding is available and within the designated program requirements.

II. Project Description and Design

Housing and Essential Needs funds are limited to providing rental assistance, case management, utility assistance and essential needs for Washington Apple Health (Medicaid) recipients who are experiencing homelessness, or at substantial risk of becoming homeless and whose eligibility is determined by DSHS. The HEN Program is not intended to provide long term support for households, nor will it be able to address all the financial and supportive service needs of households that affect housing stability, nor will it be able to serve all those who are eligible. WHSC serves as the administrative entity for the rental and utility assistance, while the Community Services Division administers case management and the purchasing and distribution of essential needs products and transportation assistance, for eligible individuals. The WHSC and Community Services will staff the program with program operations and case management staff that are funded by the Contract and are responsible for program implementation.

Due to a change in state law in March of 2018, expansion of HEN eligibility now includes Aged, Blind, or Disabled (ABD) recipients, and those who DSHS has determined to be incapacitated due to substance use. HEN providers are expected to prioritize those who are HEN-eligible who have the greatest need, including prioritizing people experiencing homelessness. Guidance from Commerce on prioritization of HEN-eligible clients indicates the following factors must be used to determine greatest need to include, but not be limited to: unsheltered homelessness, chronic homelessness, and length of time homeless. Additional guidance on prioritization is available in the Washington State Coordinated Entry Guidelines, Section 4, and within the Consolidated Homeless Grant guidelines.

III. Statement of Work

A. HEN Rental & Utility Assistance and Case Management Services

The Contractor will be responsible for programmatic and administrative services associated with the operation of the HEN Program. Programmatic and administrative services include all activities necessary to operate the WHSC and Community Services in accordance with the requirements set forth in the Administrative Requirements and Guidelines for the CHG as more fully described in Section IV: Special Conditions, below.

The Contractor will:

1. Commit to efforts to reducing and ending homelessness in Whatcom County by:
 - a. Prioritizing unsheltered homeless households for services (as per CHG Guidelines).
 - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing (as per CHG Guidelines).
 - c. Employing a progressive engagement service model.
2. Provide direct services to individuals whose eligibility is noted in the DSHS Benefits Verification System (BVS).
3. Document client eligibility in client files.
4. Authorize and issue rental and utility assistance subsidies in a timely manner.
5. Track and report rental and utility assistance subsidies.
6. Coordinate with existing housing providers and landlords to identify and secure permanent housing placements for clients.
7. Cultivate and maintain relationships with local landlords who agree to participate in the program.
8. Make client referrals for Essential Needs Services, housing and other community resources.
9. Coordinate with the Community Service Office of DSHS regarding client service delivery.
10. Comply with HMIS requirements including data entry and reporting responsibilities.
11. Commit to reporting complete quality data that is timely, truthful and accurate (as per CHG/HEN Guidelines and HMIS User Agreement).
12. Ensure compliance with State confidentiality laws and regulations.
13. Complete all other activities identified by Whatcom County and Commerce as necessary to implement and manage the rental and utility assistance portion of the HEN Program.

B. Essential Needs and Move-in Supplies Assistance

The Contractor, specifically the Community Services Division of the Opportunity Council, will be responsible for administration and distribution of essential needs products, to include personal health and hygiene items, cleaning supplies, move-in supplies, or bus passes, and will accordingly:

1. Purchase and distribute essential needs products and move-in supplies to clients eligible for the Housing and Essential Needs (HEN) program.
2. Document client eligibility using DSHS Benefits Verification system.
3. Have written and available Applicant Denial and Grievance and Termination and Grievance policies and/or procedures.
4. Maintain an inventory tracking and tracking of client usage system.

IV. Special Conditions

The Contractor will comply with program requirements, policies and procedures contained in the "Department of Commerce Guidelines for Consolidated Homeless Grant" hereafter referred to as CHG Guidelines located

at: <http://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>. Changes to the CHG Guidelines may be made without contract amendment. The CHG Guidelines will be updated periodically in compliance with changing State requirements. Whenever a revised edition of the CHG Guidelines is available, the County will provide an email notification.

Consequences of non-compliance with CHG Guidelines, as per the Department of Commerce for Grantees, are listed below and will be passed on to CHG Subgrantees:

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

V. Program Outcomes

During this contract period, the Contractor is expected to meet the following outcomes:

- A. The Contractor will provide assistance to all HEN eligible households that seek assistance during the contract term providing that HEN rent and utility assistance funds are available. Based on the previous 12 month period, the program is expected to serve an estimated 214 households between 7/1/2020 – 6/30/2021.
- B. The Contractor will provide assistance to approximately 425 HEN-eligible households through the purchase and distribution of essential needs items and cleaning and move-in supplies as the budget for this purpose so allows.

VI. Reporting Requirements

System-wide performance measures and benchmarks specific to intervention type (HMIS project type), are outlined in the table found at the link below. CHG Grantees must meet or demonstrate progress towards established performance measure targets by meeting the indicated benchmarks. Targeted Prevention performance measures are exempted from the “Consequences of non-compliance” as per Commerce, listed in Section IV: Special Conditions above, wherein “Grantee” refers to the County being the CHG recipient.

Updates to the CHG System-Wide Mandatory Performance Measures table will be provided periodically by Commerce. Updates will be posted on the Whatcom County Health Department website which can be accessed at: <http://whatcomcounty.us/910/Housing-Program>. Additionally, the Opportunity Council will receive written notification from the County upon notification of updates from Commerce.

The Contractor will submit the following reports on a monthly basis to the County:

- A. Number of HEN eligible households assisted during the current month and how many have been assisted year to date.
- B. Average amount of subsidy per HEN household.
- C. Number of HEN eligible households declined.

- D. Projects falling under the following intervention types and funded by the Consolidated Homeless Grant (CHG), which includes HEN, will be expected to meet or demonstrate progress towards system-wide performance measures as set by the Washington State Department of Commerce.

Reporting for purchase and distribution of essential needs requires:

- A. The Contractor will submit an Essential Needs Report to the County, at which time it is due as required by Consolidated Homeless Grant guidelines, that identifies the number of people that received Essential Needs products and services each month. The report must answer this question: How many people did you serve with Essential Needs this month? Duplication of people is expected and will be acceptable.

EXHIBIT "B" – Amendment #7
(COMPENSATION)

I. Budget and Funding

The source of funding for this contract, in an amount not to exceed \$2,037,324, is from the Washington State Department of Commerce, Consolidated Homeless Grant. Commerce and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of the contract.

The budget for this contract is as follows:

| HEN PROGRAM BUDGET 07/01/2020 – 06/30/2021 | | |
|---|---|--------------------|
| Cost Description | Documents Required with Each Invoice | Budget |
| Personnel (HMIS, Case Managers, Coordinated Entry, Support) | Expanded General Ledger (GL) report for the period billed | \$350,699 |
| 50% Fringe Benefit Rate | Expanded GL based on federally approved fringe rate | \$175,350 |
| Rent, Facility Support, and Utility Assistance – HEN | Expanded GL with Client ID, payee, amount | \$1,272,910 |
| Direct Program Supplies – Office Space, Telephone, Insurance | Expanded GL report for the period billed | \$29,898 |
| Mileage | Mileage log to include: name of staff member, date of travel, starting point and destination of travel, number of miles traveled. Mileage will be reimbursed at the GSA rate (per www.gsa.gov). | \$7,688 |
| Travel/Training | Include name of traveler, date, start & end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging and meal costs follow federal guidelines (www.gsa.gov). Receipts for meals are not required. | \$7,119 |
| | SUBTOTAL | \$1,843,664 |
| Indirect Costs – 7% ** | | \$129,056 |
| | TOTAL | \$1,972,720 |
| ESSENTIAL NEEDS ASSISTANCE BUDGET 07/01/2020 – 06/30/2021 | | |
| Cost Description | Documents Required Each Invoice | Budget |
| Personnel | GL detail | \$14,178 |
| Hygiene Product, Cleaning and Move-in Supplies, and Transportation Assistance | GL detail and receipts | \$45,800 |
| Insurance/Supplies/Mortgage/Rent | GL detail | \$400 |
| | SUBTOTAL | \$60,378 |
| Indirect Costs – 7% ** | | \$4,226 |
| | Essential Needs TOTAL | \$64,604 |
| | TOTAL CONTRACT AMOUNT | \$2,037,324 |

**The Contractor may transfer funds among budget line items within each program budget in an amount up to 10% of the total program budget. In no instance shall the indirect cost exceed 7% or fringe benefit rate exceed the current federally approved rate. All allocated direct costs must be based on approved cost allocation plan.

II. Invoicing

- The Contractor shall submit itemized invoices up to two times per month in a format approved by the County. Invoices should be received no later than the 15th of each month for the previous month expenditures. Invoices submitted for payment must include the documentation specified in "Documents Required with Each Invoice" above. Invoices and all invoice-related communication should be sent to HL-BusinessOffice@co.whatcom.wa.us or mail to:

Attn: Business Office
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

2. End of year rent and utility assistance payments will be invoiced and reimbursed based on the date of the rent or utility assistance check issuance.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this Contract.
4. Invoices must include the following statement, with an authorized signature and date:

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

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-311

| | | | | | |
|----------------------|---|---------------------|---------------------------|----------------|----------------------|
| File ID: | AB2020-311 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/21/2020 | Entered by: | FBurkhar@co.whatcom.wa.us | | |
| Department: | Sheriff's Office | File Type: | Contract | | |
| Assigned to: | Council Finance and Administrative Services Committee | | | | Final Action: |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to support the ongoing COVID-19 response, in the amount of \$25,397

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memo

HISTORY OF LEGISLATIVE FILE

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

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, Whatcom County Executive

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

Subject: 2020 Emergency Management Performance Grant
COVID-19 Supplemental (20EMPG-S)

Date: July 19, 2020

Enclosed are two originals of the FFY2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S) between Whatcom County Sheriff's Office Division of Emergency Management and the Washington State Military Department for your review.

- Background and Purpose

Whatcom County Sheriff's Office Division of Emergency Management (WCSO-DEM) has been awarded \$25,397 from the US Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) FFY2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S). This grant has been awarded to assist public health and emergency management activities supporting the ongoing COVID-19 public health emergency.

WCSO-DEM will utilize these funds to:

1. Fund a part-time temporary Volunteer Coordinator who will work with WCSO-DEM staff in managing volunteer resources supporting essential and on-going COVID-19 operational activities, including the Emergency Operations Center, PPE/medical supply warehouse and distribution system, food banks, and testing site.
2. Purchase 800MHz radios to enhance interoperable communications.

The required match will be covered by activities within WCSO-DEM's existing budget and program activities.

The performance period runs from January 27, 2020 through December 31, 2021.

- Funding Amount and Source

\$25,397 from the DHS/FEMA 20EMPG-S grant, Contract # E20-225, CFDA# 97.042.

Please contact John Gargett (360-778-7160) or Frances Burkhardt (360-778-7161) if you have any questions or concerns regarding this contract.

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>E20-225-Revised</u> CFDA#: <u>97.042</u> | |
| Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____ | |
| Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>1673520005</u> | |
| Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | |
| Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>25,397</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 fund public health and emergency management activities supporting the ongoing COVID-19 public health emergency. | |
| Term of Contract: 24-month | Expiration Date: 12/31/2021 |

| | | |
|-------------------|---|-------------------------|
| Contract Routing: | 1. Prepared by: <u>FBurkhart</u> | Date: <u>07/17/2020</u> |
| | 2. Attorney signoff: <u>B Waldron (via email)</u> | Date: <u>07/16/2020</u> |
| | 3. AS Finance reviewed: <u>M Caldwell (via email)</u> | Date: <u>07/16/2020</u> |
| | 4. IT reviewed (if IT related): _____ | Date: _____ |
| | 5. Contractor signed: _____ | Date: _____ |
| | 6. Submitted to Exec.: _____ | Date: _____ |
| | 7. Council approved (if necessary): _____ | Date: _____ |
| | 8. Executive signed: _____ | Date: _____ |
| | 9. Original to Council: _____ | Date: _____ |

**Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT COVID-19 SUPPLEMENTAL AGREEMENT FACE SHEET**

| | | | | | |
|--|--|--|---|--|------------------------------|
| 1. Subrecipient Name and Address: Whatcom County Sheriff's Office Division of Emergency Management 311 Grand Avenue Bellingham, WA 98255-4048 | | 2. Grant Agreement Amount: \$25,397 | | 3. Grant Agreement Number: E20-225-Revised | |
| 4. Subrecipient Contact, phone/email: Frances Burkhardt, 360-778-7161 fburkhar@co.whatcom.wa.us | | 5. Grant Agreement Start Date: January 27, 2020 | | 6. Grant Agreement End Date: December 31, 2021 | |
| 7. Department Contact, phone/email: Zoie Choate, 253-512-7461 zoie.choate@mil.wa.gov | | 8. Data Universal Numbering System (DUNS): 060044641 | | 9. UBI # (state revenue): 371-010-246 | |
| 10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS) | | | | | |
| 11. Federal Funding Identification #: EMS-2020-EP-00009-S01 | | 12. Federal Award Date: 04/19/2020 | | 13. Assistance Listings # (formerly CFDA) & Title: 97.042 (20EMPG-S) | |
| 14. Total Federal Amount: \$2,126,974 | | 15. Program Index # & OBJ/SUB-OBJ: 703PS NZ | | | 16. EIN 91-6001383 |
| 17. Service Districts: (BY LEGISLATIVE DISTRICT): 40, 42 (BY CONGRESSIONAL DISTRICT): 2 | | 18. Service Area by County(ies): Whatcom | | 19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____ | |
| 20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____ | | | 21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency | | |
| 22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | 23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER | | |
| 24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments with their public health and emergency management activities supporting the prevention of, preparation for, response to, and recovery from the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. The Department is the Recipient and Pass-through Entity of the 20EMPG-S DHS Award Letter for Grant No.EMS-2020-EP-00009-S01, which is incorporated in and attached hereto as Attachment F and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds. | | | | | |
| IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Work Plan (Attachment C); Timeline (Attachment D); Budget (Attachment E); 20EMPG-S Award Letter EMS-2020-EP-00009-S01 (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. | | | | | |
| In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference | | | | | |
| WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below. FOR THE DEPARTMENT: _____ Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez 05/09/2020 Assistant Attorney General | | | | | |
| FOR THE SUBRECIPIENT: _____ Signature _____ Date _____ Satpal Singh Sidhu, County Executive, Whatcom County <i>Bill Elfo</i> 7-20-2020 Signature _____ Date _____ Bill Elfo, Sheriff, Whatcom County APPROVED AS TO FORM (if applicable): <i>Approved by Email / BW / FB</i> 07/16/2020 Applicant's Legal Review _____ Date _____ | | | | | |

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

| SUBRECIPIENT | | DEPARTMENT | |
|--------------|---------------------------|------------|-----------------------------|
| Name | Frances Burkhart | Name | Zoie Choate |
| Title | Program Specialist | Title | Program Coordinator |
| E-Mail | fburkhar@co.whatcom.wa.us | E-Mail | zoie.choate@mil.wa.gov |
| Phone | 360-778-7161 | Phone | 253-512-7461 |
| Name | Bill Elfo | Name | Reagan Bush |
| Title | Sheriff/EM Director | Title | Program Manager |
| E-Mail | belfo@co.whatcom.wa.us | E-Mail | reagan.bush@mil.wa.gov |
| Phone | 360-778-6600 | Phone | 253-512-7463 |
| Name | John Gargett | Name | Tirzah Kincheloe |
| Title | Deputy Director | Title | Program Manager |
| E-Mail | jgargett@co.whatcom.wa.us | E-Mail | tirzah.kincheloe@mil.wa.gov |
| Phone | 360-778-7160 | Phone | 253-512-7456 |
| Name | Chalice Dew-Johnson | | |
| Title | Coordinator | | |
| E-Mail | cdjohnso@co.whatcom.wa.us | | |
| Phone | 360-778-7162 | | |

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 20EMPG-S Program, including, but not limited to, all criteria, restrictions, and requirements of the DHS NOFO FY 2020 EMPG-S document, the DHS Award Letter for Grant No. EMS-2020-EP-00009-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment F.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 20EMPG-S funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 20EMPG-S funds, including, but not limited to, those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 20EMPG-S Program, including, but not limited to, all criteria, restrictions, and requirements of the DHS NOFO FY 2020 EMPG-S document, the DHS Award Letter for Grant No. EMS-2020-EP-00009-S01 in Attachment F, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 20EMPG-S federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment F of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department Key Personnel. However, under 2 CFR 200.414 (f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment D).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment D) and, once approved, submit those costs on the next scheduled reimbursement due date contained in the Timeline.

Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Attachment E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. None of the funds awarded under this Agreement may duplicate the same costs already paid for with funding under FEMA's Public Assistance Program or any other Federal program.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment C) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient,

or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.

- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
 - A. description of the property
 - B. manufacturer's serial number, model number, or other identification number
 - C. funding source for the equipment, including the Federal Award Identification Number (FAIN)
 - D. Assistance Listings Number (formerly CFDA Number)
 - E. who holds the title
 - F. acquisition date
 - G. cost of the equipment and the percentage of federal participation in the cost
 - H. location, use, and condition of the equipment at the date the information was reported
 - I. disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government

for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.
- 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable categories for the EMPG-S Program are listed in the 20EMPG-S NOFO and on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified in the 20EMPG-S NOFO or on the AEL as allowable under EMPG-S, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

e. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance> all of which are incorporated in and made a part of this Agreement.

b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the

proposed project has the potential to impact environmental resources and/or historic properties.

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. **PROCUREMENT**

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions (Attachment B, A.10). With the exception of the requirements in 2 CFR Part 200.319(b), regarding geographical preferences and 2 CFR Part 200.321 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms, which have been temporarily exempted by OMB Memo M-20-17. These exempted requirements will be reinstated upon notification from OMB that it has discontinued the exemption.
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. **SUBRECIPIENT MONITORING**

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports
 - ii. Monitoring and documenting the completion of Agreement deliverables
 - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as training, events, and equipment demonstrations
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2020 federal preparedness funding, to include EMPG-S, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG-S funding from DHS/FEMA, to assist state, local, and tribal governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing COVID-19 public health emergency as authorized by the *Coronavirus Aid, Relief, and Economic Security (CARES) Act*, Div. B (Pub. L. No. 116-136); section 662 of the *Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)*, as amended (Pub. L. No. 109-295) (6 U.S.C. § 762); *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

A portion of the 20EMPG-S is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

1. The Subrecipient shall use the EMPG-S funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
2. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
3. The Subrecipient shall provide a fifty percent match of non-federal origin. The Federal share applied toward the EMPG-S budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment E). To meet matching requirements, the Subrecipient's cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.
4. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
5. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW)/Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional TEPW/IPPW.
6. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Policy FP 207-008-064-1 (<https://www.fema.gov/media-library/assets/documents/34856>), the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. See DHS/FEMA's Information Bulletin 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants https://www.fema.gov/media-library-data/1532096548973-d6869629eef3ce43b92691f4254829dc/Training_Course_Review_and_Approval_IB_Final_7_19_18_508.pdf. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 20EMPG-S funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 20EMPG-S Award Letter and its incorporated documents for DHS Grant No. EMS-2020-EP-00009-S01, which are incorporated and made a part of this Agreement as Attachment F.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is

responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract provisions. As per OMB Memo 20-17, certain procurement requirements have been temporarily exempted. For details, refer to the Special Terms and Conditions, Section 6(a).

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction,

completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded

\$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the Department encourages Subrecipients to use, to the greatest extent practicable and consistent with the law, the use of goods, products, and materials produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature,

including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for

cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

WORK PLAN

FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

Emergency Management Organization: Whatcom County Sheriff's Office (WCSO) Division of Emergency Management

The purpose of EMPG-S funds is to assist state, local, and tribal emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. Funding will be used to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response. EMPG-S grant funds are intended to support the National Preparedness Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats and hazards that pose the greatest risk to the security of the Nation.

Program Area #1 Title**Operational Coordination**

| WORK PLANNED | RESULT OF THE WORK |
|--|--|
| 1 Hire a part-time temporary Volunteer Coordinator to handle the significant increase in the demand for volunteers, both registered emergency workers and temporary emergency workers, to support the COVID-19 response. | A Volunteer Coordinator will support the increased complexity of managing volunteers in mitigation, prevention, preparedness, response, and recovery activities for the duration of the COVID-19 response. |
| 2 Recruit, manage, train, schedule, deploy, and demobilize volunteers in support of COVID-19 response. | Volunteers will be able to support essential COVID-19 operational needs, including staffing the EOC, PPE/medical supply warehouse and distribution system, food banks, and donation center. With a well-managed volunteer program, Whatcom County will be able to continue to deploy volunteer resources to needed operational areas in support of COVID-19. |
| 3 Provide Emergency Operation Center management support. | EOC staff (Command, Planning, Operations, Logistics, Finance, IIC, Legal, Safety) will be able to perform their respective roles more consistently and effectively when the EOC is well managed, processes are established, needed supplies are available, and technology is functioning. |
| 4 Maintain interagency situational awareness. | By maintaining interagency situational awareness, all agencies, special districts, and departments across Whatcom County are being provided with and operating under the same information, the same consistent messaging, and the most current data from local, State and Federal sources which provides a more consistent and effective response from all agencies county-wide. |

Program Area #2 Title**Interoperable Communications**

| WORK PLANNED | RESULT OF THE WORK |
|---|---|
| 1 Purchase 800MHz portable radios, Kenwood NX-5400K2 or equivalent, with batteries, chargers, antennae, and speaker mics. An 800-MHz radio frequency with available capacity currently in use by Whatcom Transportation Authority has been identified and is available for COVID-19 radio operations. | This system will enable interoperable communications between Unified Command and the Health Department, medical surge sites, isolation/quarantine sites, and other partner agencies and jurisdictions. |
| 2 Program, test, train, deploy, and provide on-going maintenance of COVID-19 radios and radio systems, including UHF, VHF, and 800MHz. | A well-maintained public safety radio network will allow interoperable communications between Unified Command and the Health Department, medical surge sites, isolation/quarantine sites, and other partner agencies and jurisdictions. |

TIMELINE**FY 2020 Emergency Management Performance Grant COVID-19 Supplemental**

| DATE | TASK |
|-------------------|--|
| January 27, 2020 | Grant Agreement Start Date |
| January 31, 2021 | Submit reimbursement request |
| July 31, 2021 | Submit reimbursement request |
| December 31, 2021 | Grant Agreement End Date |
| February 15, 2022 | Submit final reimbursement request, final report, and/or other deliverables. |

BUDGET**FY 2020 Emergency Management Performance Grant COVID-19 Supplemental****20EMPG-S AWARD** \$ **25,397.00**

| SOLUTION | | | | |
|--------------------------------------|----------------------------|--------------------|---------------------|--|
| AREA | BUDGET CATEGORY | EMPG AMOUNT | MATCH AMOUNT | |
| PLANNING | Salaries & Benefits | \$ - | \$ - | |
| | Overtime/Backfill | \$ - | \$ - | |
| | Consultants/Contractors | \$ - | \$ - | |
| | Goods & Services | \$ - | \$ - | |
| | Travel/Per Diem | \$ - | \$ - | |
| | Subtotal | \$ - | \$ - | |
| ORGANIZATION | Salaries & Benefits | \$ 12,697 | \$ 25,397 | |
| | Overtime/Backfill | \$ - | | |
| | Consultants/Contractors | \$ - | \$ - | |
| | Goods & Services | \$ 12,700 | \$ - | |
| | Travel/Per Diem | \$ - | \$ - | |
| | Subtotal | \$ 25,397 | \$ 25,397 | |
| TRAINING | Salaries & Benefits | \$ - | \$ - | |
| | Overtime/Backfill | \$ - | \$ - | |
| | Consultants/Contractors | \$ - | \$ - | |
| | Goods & Services | \$ - | \$ - | |
| | Travel/Per Diem | \$ - | \$ - | |
| | Subtotal | \$ - | \$ - | |
| EQUIP | Equipment | \$ - | \$ - | |
| | Subtotal | \$ - | \$ - | |
| M&A | Salaries & Benefits | \$ - | \$ - | |
| | Overtime/Backfill | \$ - | \$ - | |
| | Consultants/Contractors | \$ - | \$ - | |
| | Goods & Services | \$ - | \$ - | |
| | Travel/Per Diem | \$ - | \$ - | |
| | Subtotal | \$ - | \$ - | |
| | Indirect | \$ - | \$ - | |
| | Indirect Cost Rate on file | 0% | | |
| TOTAL Grant Agreement AMOUNT: | | \$ 25,397 | \$ 25,397 | |

- The Subrecipient will provide a match of **\$25,397** of non-federal origin, 50% of the total project cost (local budget plus EMPG-S award).
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 703PS – EMPG-S

**20EMPG-S Award Letter
EMS-2020-EP-00009-S01**

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Tirzah Kincheloe
Military Department, Washington State
20 Aviation Drive
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No. EMS-2020-EP-00009

Dear Tirzah Kincheloe:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) has been approved in the amount of \$2,126,974.00. As a condition of this award, you are required to contribute a cost match in the amount of \$2,126,974.00 of non-Federal funds, or 50 percent of the total approved project costs of \$4,253,948.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, reading "Bridget Bean". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

BRIDGET ELLEN BEAN GPD Assistant Administrator



AGREEMENT ARTICLES

Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)

GRANTEE: Military Department, Washington State
PROGRAM: Fiscal Year (FY) 2020 Emergency
Management Performance Grant
Program COVID-19 Supplemental
(EMPG-S)
AGREEMENT NUMBER: EMS-2020-EP-00009-S01

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| Article XIV | Hotel and Motel Fire Safety Act of 1990 |
| Article XV | Disposition of Equipment Acquired Under the Federal Award |
| Article XVI | Patents and Intellectual Property Rights |
| Article XVII | DHS Specific Acknowledgements and Assurances |
| Article XVIII | Procurement of Recovered Materials |
| Article XIX | Terrorist Financing |
| Article XX | Civil Rights Act of 1964 - Title VI |
| Article XXI | Prior Approval for Modification of Approved Budget |
| Article XXII | Acknowledgement of Federal Funding from DHS |
| Article XXIII | Acceptance of Post Award Changes |
| Article XXIV | Rehabilitation Act of 1973 |
| Article XXV | False Claims Act and Program Fraud Civil Remedies |
| Article XXVI | Nondiscrimination in Matters Pertaining to Faith-Based Organizations |
| Article XXVII | Lobbying Prohibitions |
| Article XXVIII | Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX |
| Article XXIX | Age Discrimination Act of 1975 |
| Article XXX | National Environmental Policy Act |
| Article XXXI | Assurances, Administrative Requirements, Cost Principles, Representations and Certifications |
| Article XXXII | USA PATRIOT Act of 2001 |
| Article XXXIII | Non-Supplanting Requirement |
| Article XXXIV | Drug-Free Workplace Regulations |
| Article XXXV | Universal Identifier and System of Award Management |
| Article XXXVI | Reporting Subawards and Executive Compensation |

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| Article XXXVII | Energy Policy and Conservation Act |
| Article XXXVIII | Whistleblower Protection Act |
| Article XXXIX | Federal Debt Status |
| Article XL | Use of DHS Seal, Logo and Flags |
| Article XLI | Notice of Funding Opportunity Requirements |
| Article XLII | SAFECOM |

Article I - Summary of Award

Washington State Military Department is awarded a total federal allocation in the amount of \$2,126,974.00 under the Fiscal Year 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) to assist with public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency, in accordance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136).

Article II - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article III - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article IV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article V - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article VI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XVI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XVIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXV - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social

services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXIX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXIII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXV - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXVI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXIX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XLII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

BUDGET COST CATEGORIES

| | |
|------------------|----------------|
| Personnel | \$488,627.00 |
| Fringe Benefits | \$181,427.00 |
| Travel | \$0.00 |
| Equipment | \$0.00 |
| Supplies | \$95,875.00 |
| Contractual | \$3,433,380.00 |
| Construction | \$0.00 |
| Indirect Charges | \$54,639.00 |
| Other | \$0.00 |

Obligating Document for Award/Amendment

| | | | | | | |
|---|---|--|---|---|---|---------------------------------------|
| 1a. AGREEMENT NO. EMS-2020-EP-00009-S01 | 2. AMENDMENT NO. *** | 3. RECIPIENT NO. 916001095G | 4. TYPE OF ACTION AWARD | 5. CONTROL NO. WX03217N2020T | | |
| 6. RECIPIENT NAME AND ADDRESS Military Department, Washington State 20 Aviation Drive Building 20 Camp Murray, WA, 98430 - 5122 | 7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646 | 8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603 | | | | |
| 9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe | PHONE NO. 2535127456 | 10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askesid@dhs.gov | | | | |
| 11. EFFECTIVE DATE OF THIS ACTION 01/27/2020 | 12. METHOD OF PAYMENT PARS | 13. ASSISTANCE ARRANGEMENT Cost Reimbursement | 14. PERFORMANCE PERIOD From: 01/27/2020 To: 01/26/2022 Budget Period 01/27/2020 01/26/2022 | | | |
| 1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes) | | | | | | |
| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + OR (-) | CURRENT TOTAL AWARD | CUMULATIVE NON- FEDERAL COMMITMENT |
| Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) | 97.042 | 2020-FC-GA01-P410- -4101-D | \$0.00 | \$2,126,974.00 | \$2,126,974.00 | See Totals |
| | | | \$0.00 | \$2,126,974.00 | \$2,126,974.00 | \$2,126,974.00 |
| b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A | | | | | | |
| 16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records. | | | | | | |
| 16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above. | | | | | | |
| 17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Tirzah Kincheloe, Mrs | | | | | DATE Wed Apr 29 22:13:06 GMT 2020 | |
| 18. FEMA SIGNATORY OFFICIAL (Name and Title)  SHENAUZ SUBRINA WONG , Assistance Officer | | | | | DATE Wed Apr 29 17:06:06 GMT 2020 | |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-323

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|--------------|
| File ID: | AB2020-323 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/24/2020 | 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: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$273,500

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Report, Proposed Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Opportunity Council – COVID-Related Support Services
DATE: July 24, 2020

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

▪ **Background and Purpose**

This contract is in response to a notification from Whatcom County Health Department to core not-for-profit behavioral health and social service providers of federal grant funding available to help mitigate the impacts of COVID-19 on their organizations. Each respondent to the notification has worked with Health to specify COVID-related expenditure reimbursement needs. The Opportunity Council has been adapting to operational changes necessary to observe COVID-19 risk mitigation measures while continuing efforts to sustain housing stability for their clients. The purpose of this contract is to provide reimbursement of operating expenses that have been incurred to ensure COVID-19 risk mitigation measures are achievable. Reimbursable expenses include additional staffing of Residential Counselors at 22 North, communications and technology needs of staff working from home and in socially distant work spaces, PPE and sanitation equipment and supplies, increased janitorial services, private security to promote social distancing of client visits, and retrofitting of a client service center.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$273,500. Funds under the contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016). These funds are included in the 2020 budget. Council approval is required as funding exceeds \$40,000.

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

Encl.



| | | | |
|--|--|--|--|
| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. _____ | |
| Originating Department: | | 85 Health | |
| Division/Program: (i.e. Dept. Division and Program) | | 8550 Human Services / 855040 Housing | |
| Contract or Grant Administrator: | | Kathleen Roy | |
| Contractor's / Agency Name: | | Opportunity Council | |
| 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#: 21.016 |
| Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If yes, Whatcom County grant contract number(s): _____ | | 202006003 |
| Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | If yes, RFP and Bid number(s): _____ | | Contract Cost Center: 134150 |
| 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 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): \$ 273,500 | | 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 for COVID-19 related prevention measures necessary to continue and increase support services during the pandemic. | | | |
| Term of Contract: | 8 Months | Expiration Date: | 10/31/2020 |
| Contract Routing: | 1. Prepared by: | JT | Date: 07/02/2020 |
| | 2. Health Budget Approval: | KR | Date: 07/23/2020 |
| | 3. Attorney signoff: | RB | Date: 07/23/2020 |
| | 4. AS Finance reviewed: | M Caldwell | Date: 07/24/2020 |
| | 5. IT reviewed (if IT related): | | Date: _____ |
| | 6. Contractor approved: | | Date: _____ |
| | 7. Submitted to Exec.: | | Date: _____ |
| | 8. Council approved (if necessary): | | Date: _____ |
| | 9. Executive signed: | | Date: _____ |
| | 10. Original to Council: | | Date: _____ |

CONTRACT FOR SERVICES
Between Whatcom County and Opportunity Council

Opportunity Council, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,

Exhibit A (Scope of Work), p. 10,

Exhibit B (Compensation), pp. 11 to 12,

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

The term of this Agreement shall commence on the 1st day of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of October, 2020.

The general purpose or objective of this Agreement is to **provide reimbursement for COVID-19 related operations and prevention expenditures** 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 **\$273,500**. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

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

CONTRACTOR:

Opportunity Council
1111 Cornwall 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.

Greg Winter, Executive Director

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
(360) 734-5121
Greg_winter@oppco.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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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 Insurance: Not Applicable

37.2 Notice:

Any notices or 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 [Party 1]: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attn: Ann Beck
(360) 778-6055
ABeck@co.whatcom.wa.us

To [Party 2]: Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
Attn: Greg Winter
(360) 734-5121
Greg_Winter@oppco.org

Any such notice or communication shall be deemed to have been given on (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 transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom 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:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also

be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit.” Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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 but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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

The Opportunity Council serves low-income families and individuals, some who experience homelessness. During the COVID-19 pandemic, services and supports were still administered, and in fact increased in need as safety precautions for both staff and clients became essential to mitigating the spread of the virus to the community. Financial support in the form of the Coronavirus Aid, Relief and Economic Security (CARES) Act dollars helps services to remain available to some of our most vulnerable community members and provides a safer work environment for front line staff providing these services. Staff provides services and support to households throughout their operations through increased technology options, retro-fitted space allowing for social distancing, additional PPE, and added janitorial services. These supports keep individuals safe and housed, but additional staff and supplies were needed to mitigate the spread of COVID-19.

II. Statement of Work

The Contractor will be reimbursed for increased operational and supportive service expenses incurred during the COVID-19 response, to prevent the spread of the virus to clients and staff. Costs include added communication and technology capacity, PPE, and other non-pharmaceutical interventions (NPI), added janitorial costs and additional security and staff as well as retro-fitting of a new client service center to serve households in need of assistance necessary to maintain housing.

III. Reporting Requirements

Contractor will provide a brief narrative report describing mitigation measures taken and their necessity to mitigate the spread of COVID-19. Narrative will support each request for reimbursement and provide approximate number of clients served during the COVID-19 pandemic.

EXHIBIT "B"

COMPENSATION

I. Budget and Source of Funding: Funding for this contract may not exceed \$273,500. Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

| Cost Description | Documents Required Each Invoice | Budget |
|---|---|------------------|
| <i>Social Service Delivery:</i> | | |
| Technology (to include software, subscriptions, supplies, devices) | GL Detail; copies of invoices or receipts | \$37,552 |
| Retro-fitting of Client Service Center for COVID-compliance including drive-up/walk-up services window and staff workstations | GL Detail; copies of invoices or receipts | \$35,000 |
| <i>Housing Programs:</i> | | |
| Janitorial Services | GL Detail | \$68,140 |
| Private Security Services | GL Detail; copies of invoices | \$66,340 |
| Personnel (salaries + benefits) – additional Residential Counselors at 22 North | GL Detail | \$3,714 |
| Supplies (including PPE and sanitation supplies) | GL Detail; copies of invoices or receipts | \$62,754 |
| TOTAL | | \$273,500 |

The contractor may transfer funds among budget line items in an amount up to 10% of the total budget. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@whatcomcounty.us Monthly invoices must be submitted by the 15th of the month following the month of service **except final invoices which must be received by November 4, 2020**. Invoices submitted for payment must include the items identified in the table above.
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-324

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|----------------------|---|----------------------|---------------------------|----------------|--------------|
| File ID: | AB2020-324 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/24/2020 | 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: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Northwest Youth Services to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$53,791

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Northwest Youth Services – COVID-Related Youth Housing and Support Services
DATE: July 24, 2020

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

▪ **Background and Purpose**

This contract is in response to a notification from Whatcom County Health Department to core not-for-profit behavioral health and social service providers of federal grant funding available to help mitigate the impacts of COVID-19 on their organizations. Each respondent to the notification has worked with Health to specify COVID-related expenditure reimbursement needs. Northwest Youth Services (NWYS) staff have been adapting to operational changes necessary to observe COVID-19 risk mitigation measures while continuing efforts to sustain housing stability for the youth participating in their programs. The purpose of this contract is to provide reimbursement in the form of hazard pay for staff who continue to provide direct service to youth, rental assistance for program participants who have encountered changing criteria for lease renewals due to COVID-19 or are experiencing homelessness or housing instability, and an upgrade to the NWYS building HVAC system to address air flow and increase fresh air intake in office space without windows, necessary to continue operations during the pandemic.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$53,791. Funds under the contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016). These funds are included in the 2020 budget. Council approval is required as funding exceeds \$40,000.

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

Encl.



| | | | |
|--|--|--|--|
| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. _____ | |
| Originating Department: | | 85 Health | |
| Division/Program: (i.e. Dept. Division and Program) | | 8550 Human Services / 855040 Housing | |
| Contract or Grant Administrator: | | Kathleen Roy | |
| Contractor's / Agency Name: | | Northwest Youth Services | |
| 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#: 21.016 |
| Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If yes, Whatcom County grant contract number(s): _____ | | 202006003 |
| Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | If yes, RFP and Bid number(s): _____ | | Contract Cost Center: 134150 |
| 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): \$ 53,791 | | 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. | |
| This Amendment Amount: \$ _____ | | | |
| Total Amended Amount: \$ _____ | | | |
| _____ | | | |
| Summary of Scope: This contract provides funding for COVID-19 related shelter operations and support services for youth. | | | |
| Term of Contract: | 8 Months | Expiration Date: | 10/31/2020 |
| Contract Routing: | 1. Prepared by: | JT | Date: 07/02/2020 |
| | 2. Health Budget Approval: | KR | Date: 07/17/2020 |
| | 3. Attorney signoff: | RB | Date: 07/23/2020 |
| | 4. AS Finance reviewed: | M Caldwell | Date: 07/24/2020 |
| | 5. IT reviewed (if IT related): | _____ | Date: _____ |
| | 6. Contractor approved: | _____ | Date: _____ |
| | 7. Submitted to Exec.: | _____ | Date: _____ |
| | 8. Council approved (if necessary): | _____ | Date: _____ |
| | 9. Executive signed: | _____ | Date: _____ |
| | 10. Original to Council: | _____ | Date: _____ |

CONTRACT FOR SERVICES
Between Whatcom County and Northwest Youth Services

Northwest Youth Services, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,

Exhibit A (Scope of Work), p. 10,

Exhibit B (Compensation), pp. 11,

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 of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of October, 2020.

The general purpose or objective of this Agreement is to **provide reimbursement of COVID-19 related expenditures** 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 **\$53,791**. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

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

CONTRACTOR:

Northwest Youth Services
1020 N State Street
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.

Dean Wight, Executive Director

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Northwest Youth Services
1020 N State Street
Bellingham, WA 98225
(360) 734-4720
deanw@nwys.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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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 Insurance: Not Applicable

37.2 Notice:

Any notices or 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 [Party 1]: Whatcom County Health Department

509 Girard Street
Bellingham, WA 98225
Attn: Ann Beck
(360) 778-6055
ABeck@co.whatcom.wa.us

To [Party 2]: Northwest Youth Services

1020 N State Street
Bellingham, WA 98225
Attn: Paula Matthyse, Director of Operations
(360) 734-9862 ext. 138
paulam@nwys.org

Any such notice or communication shall be deemed to have been given on (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 transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom 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:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it

will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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 but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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

Northwest Youth Services provides housing and support services to youth, ages 13 – 24, who are experiencing homelessness or housing instability. During the COVID-19 pandemic, these services and supports for youth were still administered, and in fact increased in need as safety precautions for both staff and clients became essential to mitigating the spread of the virus to the community. Additional funding was needed to provide for social distancing, increased pay for staffing, and upgrades to the ventilation system to prevent the spread of COVID-19 throughout the building.

The financial support in the form of the Coronavirus Aid, Relief, and Economic Security (CARES) Act dollars helps to keep youth from being displaced due to loss of income or a need to provide social distancing to avoid contracting COVID-19. Staff provides support to youth through direct contact in services and outreach. These supports keep youth safe and housed but put staff at risk with increased contact, so hazard pay is available to those providing these services during the COVID-19 pandemic.

II. Statement of Work

The Contractor will be reimbursed for increased operational and supportive service expenses incurred during the COVID-19 response, to prevent the spread of the virus to youth and staff. Costs include hazard pay for personnel, motel stays, rental assistance, and upgrades to the HVAC system to avoid the spread of the virus to the 28 staff working in the building.

III. Reporting Requirements

Contractor will provide a brief narrative report on the impact of reimbursements made available to mitigate the spread of COVID-19 and approximate number of youth served during the COVID-19 pandemic.

EXHIBIT "B"

COMPENSATION

I. Budget and Source of Funding: Funding for this contract may not exceed \$53,791. Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

| Cost Description | Documents Required Each Invoice | Budget |
|------------------------|--|----------|
| Personnel (hazard pay) | Expanded GL Report for the period | \$30,697 |
| Motel stays | Expanded GL Report; copies of invoices or receipts | \$2,100 |
| Rental Assistance | | \$10,994 |
| HVAC Upgrades | | \$10,000 |
| TOTAL | | \$53,791 |

The contractor may transfer funds among budget line items in an amount up to 10% of the total budget. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@whatcomcounty.us. Monthly invoices must be submitted by the 15th of the month following the month of service **except final invoices which must be received by November 4, 2020**. Invoices submitted for payment must include the items identified in the table above.
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

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

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-325

| | | | | | |
|----------------------|---|----------------------|---------------------------|----------------|--------------|
| File ID: | AB2020-325 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/24/2020 | 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: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Catholic Community Services to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$51,510

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed contract



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Catholic Community Services – COVID-Related Support Services
DATE: July 24, 2020

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

▪ **Background and Purpose**

This contract is in response to a notification from Whatcom County Health Department to core not-for-profit behavioral health and social service providers of federal grant funding available to help mitigate the impacts of COVID-19 on their organizations. Each respondent to the notification has worked with Health to specify COVID-related expenditure reimbursement needs. Catholic Community Services has been adapting to operational changes necessary to observe COVID-19 risk mitigation measures while continuing efforts to sustain healthcare services for their clients. The purpose of this contract is to provide reimbursement of operating expenses that have been incurred to ensure COVID-19 risk mitigation measures are achievable. Reimbursable expenses include equipment, software and licenses necessary to provide telehealth to clients and PPE and related supplies needed to offer in-person client services, if and when necessary.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$51,510. Funds under the contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016). These funds are included in the 2020 budget. Council approval is required as funding exceeds \$40,000.

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

Encl.



| | | | |
|--|--|--|--|
| WHATCOM COUNTY CONTRACT INFORMATION SHEET | | Whatcom County Contract No. _____ | |
| Originating Department: | | 85 Health | |
| Division/Program: (i.e. Dept. Division and Program) | | 8550 Human Services / 855040 Housing | |
| Contract or Grant Administrator: | | Kathleen Roy | |
| Contractor's / Agency Name: | | Catholic Community Services | |
| 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#: 21.016 |
| Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | If yes, Whatcom County grant contract number(s): _____ | | 202006003 |
| Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | If yes, RFP and Bid number(s): _____ | | Contract Cost Center: 134150 |
| 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): \$ 51,510 | | 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 for COVID-19 related prevention measures necessary to continue and increase support services during the pandemic. | | | |
| Term of Contract: | 8 Months | Expiration Date: | 10/31/2020 |
| Contract Routing: | 1. Prepared by: | JT | Date: 07/24/2020 |
| | 2. Health Budget Approval: | KR | Date: 07/24/2020 |
| | 3. Attorney signoff: | RB | Date: 07/24/2020 |
| | 4. AS Finance reviewed: | M Caldwell | Date: 07/24/2020 |
| | 5. IT reviewed (if IT related): | _____ | Date: _____ |
| | 6. Contractor approved: | _____ | Date: _____ |
| | 7. Submitted to Exec.: | _____ | Date: _____ |
| | 8. Council approved (if necessary): | _____ | Date: _____ |
| | 9. Executive signed: | _____ | Date: _____ |
| | 10. Original to Council: | _____ | Date: _____ |

CONTRACT FOR SERVICES
Between Whatcom County and Catholic Community Services

Catholic Community Services, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,

Exhibit A (Scope of Work), p. 10,

Exhibit B (Compensation), p. 11.

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

The term of this Agreement shall commence on the 1st day of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of October, 2020.

The general purpose or objective of this Agreement is to **provide reimbursement for COVID-19 related operations and prevention expenditures** 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 **\$51,510**. 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.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

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

CONTRACTOR:

Catholic Community Services
1133 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.

Will Rice, Vice President

WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Catholic Community Services
1133 Railroad Avenue
Bellingham, WA 98225
(360) 676-2164
willr@ccsww.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 and Public Records Act:

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. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available 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 at no cost 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.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

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 Insurance: Not Applicable

37.2 Notice:

Any notices or 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 [Party 1]: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attn: Ann Beck
(360) 778-6055
ABeck@co.whatcom.wa.us

To [Party 2]: Catholic Community Services
1133 Railroad Avenue
Bellingham, WA 98225
Attn: Will Rice
(360) 676-2164
willr@ccsww.org

Any such notice or communication shall be deemed to have been given on (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 transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom 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:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also

be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit.” Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

40.1 Modifications:

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

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

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

41.2 Waiver:

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

42.1 Disputes:

a. General:

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

b. Notice of Potential Claims:

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

c. Detailed Claim:

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

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, 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 Contract 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 Contract 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 but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. 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.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract 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

Catholic Community Services (CCS) serves individuals seeking treatment for substance use disorder, children with mental health needs and provides Wraparound with Intensive Services (WISe) for children and families in the community with intensive mental health care needs. The services provided bring stability to the individual, families, and the community as a whole. The services provided by CCS were both heightened and challenged by the onset of COVID-19, necessitating multiple adaptations to continue serving clients.

To continue to provide services, CCS installed video conferencing systems for the work occurring in the Recovery Center, Children's Mental Health facility, and WISe locations. Additionally, acquiring Personal Protection Equipment (PPE) was necessary to increase the safety for staff and clients. CCS moved all services to a telehealth platform, allowing continued support of individuals in the community, but necessitating the purchase of equipment, software, and licenses to provide telehealth support. CCS anticipates a partial transition back to a traditional clinical contact, while still providing a percentage of services through telehealth to reduce the numbers of individuals in the office at any one time. The plan to return to office visits for a portion of the client base will require equipment to provide video conferencing in group rooms and PPE for staff and returning clients, including disposable masks, forehead thermometers, and face shields.

The financial support in the form of the Coronavirus Aid, Relief, and Economic Security (CARES) Act dollars helps services to remain available to some of our most vulnerable community members and provides a safer work environment for front line staff providing these services. These supports keep individuals safe and connected to services and supported.

II. Statement of Work

The Contractor will be reimbursed for increased operational and supportive service expenses incurred during the COVID-19 response, to prevent the spread of the virus to clients and staff. Costs include added communication and technology capacity and PPE and sanitation supplies.

III. Reporting Requirements

Contractor will provide a brief narrative report describing mitigation measures taken and their necessity to mitigate the spread of COVID-19. Narrative will support each request for reimbursement and provide approximate number of clients served during the COVID-19 pandemic.

EXHIBIT "B"

COMPENSATION

I. Budget and Source of Funding: Funding for this contract may not exceed \$51,510. Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

| Cost Description | Documents Required Each Invoice | Budget |
|--|---|-----------------|
| Technology (to include software, licenses, supplies, devices, and equipment) | GL Detail; copies of invoices or receipts | \$49,603 |
| Supplies (including PPE and sanitation supplies) | GL Detail; copies of invoices or receipts | \$1,907 |
| TOTAL | | \$51,510 |

The contractor may transfer funds among budget line items in an amount up to 10% of the total budget. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@whatcomcounty.us Monthly invoices must be submitted by the 15th of the month following the month of service **except final invoices which must be received by November 4, 2020**. Invoices submitted for payment must include the items identified in the table above.
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
4. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-326

| | | | | | |
|----------------------|---|---------------------|-------------------------|----------------|----------------------|
| File ID: | AB2020-326 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/24/2020 | 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: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and James P. Richmond, attorney, for legal services related to the Assessor's appeal in the amount of \$80,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Contract Info Sheet, Contract Amendment



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Rebecca Xczar, County Assessor

RE: James P. Richmond, attorney, Contract Amendment

DATE: 7/24/2020

Enclosed is a contract amendment between attorney, James P. Richmond and Whatcom County.

▪ **Background and Purpose**

Petrogas West LLC and Petrogas Pacific LLC, which own portions of the Petrogas facility at Cherry Point, have appealed their property values for 2016, 2017, 2018, 2019. They have paid property tax on a small portion of their original assessed value. The values for years 2016, 2017, and 2018 are included in a Board of Tax Appeal case together. A trial was scheduled for July 2020. Due to COVID-19, the trial date has been extended to April 2021. The Assessor's office has made several attempts to settle the case with the appellant, but we disagree on what is taxable and a resolution does not seem feasible without going to trial. There is a substantial amount of value being contested, which will result in a significant amount of property tax and interest to be collected after the trial. The 9% interest will go into the County's General Fund.

▪ **Funding Amount and Source**

This request is for \$80,000. The Assessor's budget has \$20,000 in unassigned legal services and the department budget has significant vacancy savings which can be used to cover the remaining \$60,000 needed for this amendment.

▪ **Differences from Previous Contract**

The original contract and amendment number 1 total \$75,000. It is estimated that an additional \$80,000 will be needed to get us through the trial in 2021.

Please contact Rebecca Xczar at extension 5055, if you have any questions or concerns regarding the terms of this agreement,

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

| | |
|---|---|
| Originating Department: _____ | |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> _____ | |
| Contract or Grant Administrator: _____ | |
| Contractor's / Agency Name: _____ | |
| <p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</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?</p> <p>Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded?</p> <p>Yes No 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 No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div> <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 type="checkbox"/> Interlocal Agreement (between Governments). </div> <div> <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> | |
| <p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p> | <p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |
| Summary of Scope: _____ | |
| | |
| Term of Contract: _____ | Expiration Date: _____ |

| | | |
|-------------------|--|--|
| Contract Routing: | 1. Prepared by: _____ 2. Attorney signoff: _____ 3. AS Finance reviewed: _____ 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: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ Date: _____ |
|-------------------|--|--|

Amendment No. 2
Whatcom County Contract No. 201912027
CONTRACT BETWEEN WHATCOM COUNTY AND
James P. Richmond, Attorney

THIS AMENDMENT is to the Contract between Whatcom County and James P. Richmond, Attorned, dated December 12, 2019 and designated "Whatcom County Contract No.201912027". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the current contract by six months for a new expiration date of June 30, 2021.

This Amendment also increases the maximum consideration by \$80,000 to a total consideration of \$155,000.

This Amendment also adds the following to the Scope of Work, Exhibit A:

Additional hours and travel needed for trial preparation; current trial date has been moved to April, 2021.

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: June 1, 2020, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and James P. Richmond, Attorney have executed this Amendment on the date and year below written.

DATED this _____ day of _____, 2020.

CONTRACTOR:

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.

James P. Richmond, Attorney

James P. Richmond, Attorney

WHATCOM COUNTY:

Recommended for Approval:

Department Supervisor Date

Approved as to form:

Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Attorney James P. Richmond

2455 E. Sequim Bay Road
Sequim, WA 98382

Contact Name: James P. Richmond
Contact Phone: 360-280-4093 C 360-681-5135 H
Contact Email: Richmond.james@centurylink.net



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-314

| | | | | | |
|----------------------|---|---------------------|------------------------|----------------|----------------------|
| File ID: | AB2020-314 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/22/2020 | Entered by: | SMock@co.whatcom.wa.us | | |
| Department: | Public Works Department | File Type: | Discussion | | |
| Assigned to: | Council Public Works & Health Committee | | | | Final Action: |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Discussion regarding proposed resolution in the matter of the Whatcom County Six-Year Transportation Improvement Program (STIP) for the years 2021 through 2026

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Each year the County is required to update its Six-Year Transportation Improvement Program (STIP), per RCW 35.77.010 and RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Program. The STIP is intended as a planning tool for local, state, and federally funded projects and is designed to identify projects for preliminary engineering, right-of-way purchase and/or construction

HISTORY OF LEGISLATIVE FILE

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

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-334

| | | | | | |
|----------------------|--------------------------------|--------------------|-------------------------|----------------------|--------------|
| File ID: | AB2020-334 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/28/2020 | Entered by: | DBrown@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Resolution | | |
| Assigned to: | Council Committee of the Whole | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Resolution establishing County Council budget goals and guidelines

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution establishing County Council budget goals and guidelines

HISTORY OF LEGISLATIVE FILE

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

Attachments: Resolution

RESOLUTION NO. _____

**ESTABLISHING COUNTY COUNCIL
BUDGET GOALS AND GUIDELINES**

WHEREAS, the COVID-19 pandemic has caused significant hardship to our local community, which in turn has led to substantial unemployment; and

WHEREAS, the County Council would like to mitigate the severity of the economic, health, and social impacts to our community; and

WHEREAS, Section 1.51 of the Whatcom County Charter states it is the County Council shall engage in long-term planning to establish organizational structure, priorities, and performance measurements; and

WHEREAS, Section 2.20 of the Whatcom County Charter gives the County Council the power to levy taxes, appropriate revenue, and adopt the county biennial budget, supplemental budgets, and emergency budgets; and

WHEREAS, the County Council believes establishing clear goals and guidelines will help the Council to better work together, streamline decision making, improve communication, and increase the positive impacts of our decisions; and

WHEREAS, the County Council would like to support the Administration and County staff by providing additional clarity and guidance related to our decision; and

WHEREAS, the County Council sees an opportunity to improve our collaboration with outside organizations, municipalities, vendors, and community.

NOW, THEREFORE, BE IT RESOLVED the Whatcom County Council establishes the following as goals for the purposes of budget, policy, and planning decisions:

1. Prepare a biennial budget for 2021-22 which includes a supplemental reflecting a decrease in revenue of 20%.
2. Achieve a balanced and affordable housing market, with Monthly Sales Inventory (MSI) between five and seven months and vacancy rate between five to seven percent by end of 2025.
3. Achieve county-wide unemployment rate of five percent or less by the end of 2025.
4. Increase the number of students ready to enter kindergarten by 50% by the end of 2022.
5. Invest in upstream prevention and interventions, in areas such as incarceration and racial disparity, in lieu of costly remediation strategies.
6. Strive to maintain service and staffing levels while recognizing the constraints of the current fiscal crisis.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Whatcom County Council establishes the following guidelines to help us identify priorities and make decisions related to the County's budget, planning, and policies:

1. Children and families first.
2. Spend money efficiently and effectively.

3. Prioritize deferred maintenance projects based on the level of importance.
4. Prioritize projects which leverage third party grant funding.
5. Invest in digital infrastructure.
6. Retain expertise within staffing.
7. Ensure transparency in decisions, information, and data.
8. Prioritize environmentally sustainable solutions.
9. Prioritize funding to address up stream issues that ultimately reduce costs to the community.
10. Be open to new ideas and consider creative approaches and solutions.
11. Prioritize cost sharing and collaboration with other jurisdictions.
12. Work within our authority.
13. Prioritize projects or initiatives working with Whatcom County businesses and agriculture.
14. Reduce unnecessary redundancies within county.

APPROVED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-219

| | | | | | |
|----------------------|--------------------------------|--------------------|-------------------------|----------------------|--------------|
| File ID: | AB2020-219 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 05/13/2020 | Entered by: | DBrown@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Discussion | | |
| Assigned to: | Council Committee of the Whole | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | 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 (Council and Health Board)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|--|--|----------|
| 05/19/2020 | Council | DISCUSSED | |
| 06/02/2020 | Council | DISCUSSED | |
| 06/16/2020 | Council Committee of the Whole | DISCUSSED | |
| 06/16/2020 | Council Committee of the Whole | DISCUSSED | |
| 06/23/2020 | Council Special Committee of the Whole | DISCUSSED AND A MOTION WAS APPROVED | |
| 07/07/2020 | Council Committee of the Whole | DISCUSSED | |
| 07/21/2020 | Council Committee of the Whole | 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: | 08/05/2020 | 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 | |
| 06/16/2020 | Council Committee of the Whole | DISCUSSED | |
| 06/23/2020 | Council Special Committee of the Whole | DISCUSSED AND A MOTION WAS APPROVED | |
| 07/07/2020 | Council Committee of the Whole | DISCUSSED AND A MOTION WAS APPROVED | |
| 07/21/2020 | Council Committee of the Whole | DISCUSSED | |
| 07/28/2020 | Council (Special) | DISCUSSED AND A MOTION WAS APPROVED | |

Attachments: Approved Resolution 2020-026



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-294

| | | | | | |
|---------------|----------------|---------------|-------------------------|---------|---------------------|
| File ID: | AB2020-294 | Version: | 1 | Status: | Approved as Amended |
| File Created: | 07/07/2020 | Entered by: | DBrown@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Resolution | | |
| Assigned to: | Council | Final Action: | 07/07/2020 | | |
| Agenda Date: | 07/07/2020 | Enactment #: | RES 2020-026 | | |

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

TITLE FOR AGENDA ITEM:

Resolution supporting the Executive's Budget Goals for 2021-2022

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution supporting the Executive's Budget Goals for 2021-2022

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|--------------|---------------------|---------------------------------------|
| 07/07/2020 | Council | APPROVED AS AMENDED | |
| | | Aye: 4 | Browne, Buchanan, Donovan, and Frazey |
| | | Nay: 2 | Byrd, and Elenbaas |
| | | Absent: 1 | Kershner |

Attachments: Resolution as amended 7.7.2020

RESOLUTION NO. 2020-026

SUPPORTING THE EXECUTIVE'S BUDGET GOALS FOR 2021-22

WHEREAS, Section 2.20 of the Whatcom County Charter gives the County Council the power to levy taxes, appropriate revenue, and adopt budgets for the County; and

WHEREAS, Section 3.22 of the Whatcom County Charter gives the Executive the power and duty to prepare and present budgets to the County Council; and

WHEREAS, Section 6.20 of the Whatcom County Charter requires all agencies of County government to submit to the County Executive information necessary to prepare the budget at least one hundred thirty-five (135) days prior to the end of the budget cycle; and

WHEREAS, Section 6.10 of the Whatcom County Charter requires the County Executive to present a complete budget and budget message to the County Council at least seventy-five (75) days prior to the end of each budget cycle; and

WHEREAS, Section 6.10 of the Whatcom County Charter requires that the County Council shall adopt appropriation, tax and revenue ordinances for the next budget cycle at least thirty (30) days prior to the end of the budget cycle; and

WHEREAS, the Executive intends to present Budget recommendations to County Council in October 2020; and

WHEREAS, given these deadlines enshrined in the County Charter, Council has somewhat limited time to amend budgets after October 2020; and

WHEREAS, on May 15, 2020, the Executive provided Council his 2021-2022 Administrative Budget Priorities, listing the Executive's overarching goals for the 2021-22 budget cycle, and asked Council for its feedback; and

WHEREAS, the budget process may be more efficient if the Council informs the Executive about Council's agreement with the Executive's overarching goals for the 2021-22 budget cycle prior to releasing budget instructions to agencies of County government, and prior to the Executive making final budget decisions in September of 2020;

NOW, THEREFORE BE IT RESOLVED that Council supports the Executive's following overarching goals for the 2021-22 budget cycle:

- Take prudent steps to safeguard the long-term financial stability of County finances.
- Maintain a reasonable level of service to provide the best possible services to our constituents by maintaining County workforce teams.

- Maintain County assets and seek opportunities to improve operational efficiencies of overall County operations.
- Continue to support our Public Health system as we respond to the COVID 19 pandemic.
- Continue to support the Regional Economic Partnership (ADO office) Economic Development programs.
- Develop reasonable Capital Project Budgets for the long-term needs of Whatcom County.
- Continue Countywide initiatives to improve Housing Affordability, Wetlands Mitigation strategy, and Climate Change Mitigation.
- Facilitate WRIA 1 policy and planning for all stakeholders.
- Prepare an addendum for General Fund, and other funds reliant on General Fund transfers, that includes a prioritized targeted list of cost reduction proposals totaling 20% of the unrestricted revenue.
- Prioritized available funding for the benefit of children and families.

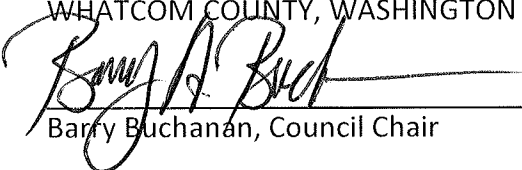
BE IT FURTHER RESOLVED that Council has additional goals and priorities that will also send to the Executive.

APPROVED this 7th day of July, 2020.

ATTEST:


Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON


Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Approved via Email / KF / LB
Civil Deputy Prosecutor



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-328

| | | | | | |
|----------------------|--|----------------------|--------------------------|----------------|--------------|
| File ID: | AB2020-328 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/27/2020 | Entered by: | TAdrian@co.whatcom.wa.us | | |
| Department: | Prosecuting Attorney's Office | File Type: | Discussion | | |
| Assigned to: | Council Committee of the Whole-Executive Session | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Vargas v. Whatcom County, et al. US District Court Western District of WA No. 2:20-cv-00921 and Anderson as Representative of Estate of Powless v. Whatcom County, US District Court Western District of WA No. 2:20-cv-01125 [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Vargas v. Whatcom County, et al. US District Court Western District of WA No. 2:20-cv-00921 and Anderson as Representative of Estate of Powless v. Whatcom County, US District Court Western District of WA No. 2:20-cv-01125. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)].

HISTORY OF LEGISLATIVE FILE

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

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-333

| | | | | | |
|----------------------|--|----------------------|-------------------------|----------------|--------------|
| File ID: | AB2020-333 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/28/2020 | Entered by: | DBrown@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Discussion | | |
| Assigned to: | Council Committee of the Whole-Executive Session | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Discussion with Chief Civil Deputy Prosecutor Karen Frakes regarding potential litigation related to proposed fossil fuel regulations [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion with Chief Civil Deputy Prosecutor Karen Frakes regarding potential litigation related to proposed fossil fuel regulations [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

HISTORY OF LEGISLATIVE FILE

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

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-077

| | | | | | |
|----------------------|----------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | MIN2020-077 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/09/2020 | Entered by: | KFelbing@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Minutes Consent | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Committee of the Whole - Executive Session for July 7, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: Committee of the Whole Exec Jul 7 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 Minutes

VIRTUAL MEETING - ENDS NO LATER THAN 1:45 P.M.

Tuesday, July 7, 2020

1 PM

Virtual Meeting

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 1 p.m. in a virtual meeting.

Roll Call

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

Absent: None

Committee Discussion

Attorney Present: Chris Quinn.

Buchanan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.30.140(4)(a) and RCW 42.30.110 (1)(i). Executive session will conclude no later than 1:55 p.m. If the meeting extends beyond the stated conclusion time, staff will make a public announcement.

Browne moved to go into executive session until no later than 1:55 p.m. to discuss the agenda items pursuant to the RCW citations as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:

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

Nay: 0

1. [AB2020-274](#) Update on negotiations and planning strategy discussion regarding collective bargaining [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.140(4)(a)]

This agenda item was DISCUSSED

2. [AB2020-278](#) Discussion of pending litigation with Civil Deputy Prosecutor Christopher Quinn regarding Flood Control Zone District Property [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

This agenda item was DISCUSSED.

Meeting Extended

At 1:49 p.m. Council staff announced that the executive session would extend to no later than 2:10 p.m.

At 1:56 p.m. Council staff announced that the executive session would extend to no later than 2:15 p.m.

At 2:11 p.m. Council staff announced that the executive session would extend to no later than 2:20 p.m.

At 2:15 p.m. Council staff announced that the executive session would extend to no later than 2:30 p.m.

Other Business

Adjournment

The meeting adjourned at 2:17 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: MIN2020-078

| | | | | | |
|----------------------|----------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | MIN2020-078 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/09/2020 | Entered by: | KFelbing@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Minutes Consent | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for July 7, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: Committee of the Whole Jul 7 2020

Whatcom County Council Committee of the Whole

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



Committee Minutes - Draft Minutes

VIRTUAL MEETING - ENDS NO LATER THAN 3:15 P.M.

Tuesday, July 7, 2020

1:55 PM

Virtual Meeting

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 2:30 p.m. in a virtual meeting.

Roll Call

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

Absent: None

Announcements**Committee Discussion**

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

Erika Lautenbach, Health Department Director, updated the Councilmembers on the following:

- An increased rate of COVID-19 cases in people under 30 and in those 19 and younger, and in the North County
- Concerns about people not effectively isolating and quarantining
- The statewide mask mandate for people and businesses which went into effect today
- Data improvements at the Health Department concerning outbreaks
- A risk assessment tool to be rolled out with weekly data sheets on the current state of cases in the county
- The Health Department working through how to manage County furlough requirements while minimizing impacts

The following people presented an update (presentation on file) on the COVID Employer Support Task Force:

- Chi-Na Stoane
- Holly O'Neil
- Sterling Chick
- Steve Bennett

Don Goldberg, Port of Bellingham, spoke about the role of the Regional Economic Partnership in developing materials and messaging for the task force, working to get buy-in from companies with best practices and how they can be adaptive to what lies ahead.

He and the other presenters answered which group is taking the lead on

communicating to the business community, encouraging peer partnerships among businesses, and tracking which businesses have been contacted and followed up on.

Greg Stern, Whatcom County Health Officer, spoke about the role of testing and other measures in controlling the transmission of COVID-19, an increase in positive cases a day, Whatcom County's testing capacity, how many Whatcom County residents have been tested in Skagit County, requirements and criteria for someone to get tested, and plans for increasing testing capacity.

Lautenbach spoke about the Health Department's work with Whatcom Unified Command, the Medical Reserve Corps and Emergency Medical Services (EMS) to establish a drive-through testing site being piloted this Friday at Civic Field; acknowledged the challenges in the community for being tested; and asked that people with issues or concerns about testing contact the Health Department.

Buchanan stated that the chair of the Planning Committee agreed to postpone the Planning and Development meeting for two weeks so this discussion could continue. He opened up the meeting to public comments and no-one spoke.

Satpal Sidhu, County Executive, and Cathy Halka, Council Office, spoke about how to speak at the meeting.

Lautenbach and Stern answered questions about the staffing requirements for the new testing site, getting clear guidance on who should be tested, who are the partners involved in setting up the Civic Field site, how long someone should wait to be tested after an exposure to account for an incubation period and optimize the accuracy of testing, how many tests they will be able to perform at the Civic Field site, what we are doing now to solve a potential bottleneck caused by the lack of testing supplies, why there is currently not more growth in the number of people in the hospital with the increase of positive cases, why Whatcom County is not sharing location data concerning outbreaks, who will be the leader responsible for getting the pilot testing site up and running by Friday, July 10, whether Peace Health and Family Care Network are partners in the new testing site, whether there is a way to communicate current positive COVID-19 cases as opposed to cumulative positive cases, and why the number of people who have recovered is not included in the website metrics.

Satpal Sidhu, County Executive, answered a question about the status of the

isolation facility on Byron Avenue, whether it would be a better option to purchase that facility with CARES Act dollars, and involving the Public Works Department to aid in setting up the testing site.

Buchanan opened up the meeting to public comments and the following person spoke:

- Katherine Chambers

Health Department staff answered how many people they have not been able to link to the source of an exposure and whether the Health Department asks a confirmed case if they have been present at a protest.

Sidhu stated that testing tells whether a person has been following the precautions but does not lower the spread of COVID-19.

Clerk's note: Buchanan stated that he will remove AB2020-263 from this committee agenda but that it will remain on the Council agenda.

This agenda item was DISCUSSED.

2. [AB2020-234](#) Discussion regarding goals, guidelines, and approach to updating current and future budgets

Donovan moved to recommend approval of the proposed Resolution (AB2020-294) (in the packet but not on the agenda) agreeing with the Executive's priorities and adding additional Council priorities. The motion was seconded by Frazey.

Frazey moved to amend the resolution to add the following two bullet items to the "Now Therefore Be It Resolved section:

- Prepare an addendum for the General Fund, and other funds reliant on the General Fund transfers, that includes a prioritized targeted list of cost reduction proposals totaling 20% of the unrestricted revenue
- Prioritized available funding for the benefit of children and families

Councilmembers discussed the motion and the proposed Resolution.

Satpal Sidhu, County Executive, stated the administration will be flexible but needs suggestions that are not open ended.

Councilmembers and Sidhu continued to discuss the motion.

Donovan restated his motion and moved to recommend approval of the proposed Resolution on packet page 198 with an amendment of adding two bullet points as stated above.

The motion that the Resolution be amended carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Browne

Nay: 0

Absent: 1 - Kershner out of the meeting

The motion that the Resolution be recommended for approval as amended carried by the following vote:

Aye: 4 - Donovan, Frazey, Browne, and Buchanan

Nay: 2 - Byrd and Elenbaas

Absent: 1 - Kershner out of the meeting

This agenda item was DISCUSSED AND A MOTION WAS APPROVED to recommend the amended Resolution for approval.

Committee Discussion and Recommendation to Council

1. [AB2020-263](#) Request authorization for the County Executive to sign a proposed interlocal agreement between Whatcom County and the cities relating to interim procedures for amending the Countywide Planning Policies

See clerk's note above. This item was withdrawn from the committee agenda in the interest of time but will remain on the Council agenda.

This agenda item was WITHDRAWN from the Committee agenda.

Other Business

Adjournment

The meeting adjourned at 5 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-079

| | | | | | |
|----------------------|----------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | MIN2020-079 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/10/2020 | Entered by: | KFelbing@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Minutes Consent | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Regular County Council for July 7, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: Council Jul 7 2020 with appended notice

Whatcom County Council

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



Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Tuesday, July 7, 2020

6 PM

Virtual Meeting

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 6 p.m. in a virtual meeting.

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

1. [AB2020-279](#) Reading (as required) of Public Employment Relations Commission (PERC) notice
Nan Kallunki, Administrative Services Department, briefed the Councilmembers and read a notice into the record (notice attached to these minutes).

Satpal Sidhu, County Executive, reported to the Council about the Whatcom Unified Command (WUC) and stated that they would remain active until the end of this year but that they would have a reduced function with the flexibility to expand on an as-needed basis. He also spoke about the role of the Health Department, the distribution of masks, and the status of the Byron Avenue isolation center.

This reading of the notice was ACCEPTED and appended to the minutes.

MINUTES CONSENT

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

1. [MIN2020-048](#) Special Council for March 26, 2020

Frazey moved and Donovan 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. [MIN2020-049](#) Special Council for March 31, 2020

Frazey moved and Donovan 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

3. [MIN2020-050](#) Special Council for April 3, 2020

Frazey moved and Donovan 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

4. [MIN2020-051](#) Regular County Council for April 7, 2020

Frazey moved and Donovan 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

5. [MIN2020-052](#) Special Council for April 9, 2020

Frazey moved and Donovan 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

6. [MIN2020-053](#) Committee of the Whole - Executive Session for April 21, 2020

Frazey moved and Donovan 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

7. [MIN2020-054](#) Regular County Council for April 21, 2020

Frazey moved and Donovan 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

8. [MIN2020-055](#) Regular County Council for May 5, 2020

Frazey moved and Donovan 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

9. [MIN2020-056](#) Committee of the Whole - Executive Session for May 5, 2020

Frazey moved and Donovan 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

10. [MIN2020-059](#) Committee of the Whole - Executive Session for May 19, 2020

Frazey moved and Donovan 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

PUBLIC HEARINGS

1. [AB2020-064](#) Ordinance finalizing a revised system of assessment for Drainage Improvement District No. 5

Paula Harris, Public Works Department, briefed the Councilmembers on the agenda item and answered questions about whether the Ordinance has to list every address of people in the district and whether the rate has been changed.

Clerk's note: Council staff played an instructional video on how to join

the meeting to speak.

Buchanan opened the public hearing and the following people spoke:

- Richard Pylilo

Hearing no one else, Buchanan closed the public hearing.

Byrd moved and Donovan seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

Enactment No: ORD 2020-037

2. [AB2020-213](#) Ordinance authorizing installation of stop signs on Truck Road

Jim Karcher, Public Works, stated he was available for questions but there were none.

Buchanan opened the public hearing and hearing no one, closed the public hearing.

Byrd moved and Donovan seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

Enactment No: ORD 2020-038

OPEN SESSION (20 MINUTES)

Clerk's note: Council staff played an instructional video on how to join the meeting to speak.

The following people spoke:

Doug Gustafson
Kathy Sabel
Mary McIntosh
Markis Dee

OTHER ITEMS

(From Council Natural Resources Committee)

1. [AB2020-256](#) Resolution adopting the Lake Whatcom Management Program 2020-2024 Work Plan
- Donovan* reported for the Natural Resources Committee and *moved* that the Resolution be approved.
- Donovan's motion that the Resolution be APPROVED carried by the following vote:**
- Aye:** 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas
- Nay:** 0
- Absent:** 1 - Kershner
- Enactment No: RES 2020-023

(From Council Finance and Administrative Services Committee)

2. [AB2020-255](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Skagit County for participation in the Youth Marijuana Prevention and Education Program, in the amount of \$26,000
- Byrd* reported for the Finance and Administrative Services Committee and *moved* that the Interlocal be authorized.
- Councilmembers discussed the motion.
- Byrd's motion that the Interlocal be AUTHORIZED carried by the following vote:**
- Aye:** 5 - Browne, Buchanan, Donovan, Frazey, and Elenbaas
- Nay:** 1 - Byrd
- Absent:** 1 - Kershner
3. [AB2020-258](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and San Juan County for participation in the Youth Marijuana Prevention and Education Program, in the amount of \$26,000
- Byrd* reported for the Finance and Administrative Services Committee and *moved* that the Interlocal be authorized.
- Byrd's motion that the Interlocal be AUTHORIZED carried by the following vote:**
- Aye:** 5 - Browne, Buchanan, Donovan, Frazey, and Elenbaas
- Nay:** 1 - Byrd

Absent: 1 - Kershner

4. [AB2020-260](#) Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office to develop an outdoor sports court at the East Whatcom Regional Resource Center

Byrd reported for the Finance and Administrative Services Committee and *moved* that the Resolution be approved.

Byrd's motion that the Resolution be APPROVED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

Enactment No: RES 2020-024

5. [AB2020-267](#) Request permission for the County Executive and the County Council to enter into an agreement for funding support and implementation of the Duffner Ditch Culvert and Flood Gate Replacement Project (Council acting as the Flood Control Zone District Board of Supervisors)

Byrd reported for the Finance and Administrative Services Committee and *moved* that the Contract be authorized.

Byrd's motion that the Contract (FCZDBS) be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

6. [AB2020-268](#) Request permission for the County Executive and the County Council to enter into an agreement between the Ag Water Board of Whatcom County and the Whatcom County Flood Control Zone District relating to Funding Support for Participation in the Flood Integrated Planning Process (FLIP) (Council acting as the Flood Control Zone District Board of Supervisors)

Byrd reported for the Finance and Administrative Services Committee and *moved* that the Contract be authorized.

Byrd's motion that the Contract (FCZDBS) be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

7. [AB2020-269](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department, in the amount of \$400,725.

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Agreement be authorized.

Frazey read the following statement from a memo from the Whatcom County Sheriff: "Participating agencies will not enforce Title Eight" which is concerning United States Immigration Law.

Byrd's motion that the Agreement be AUTHORIZED carried by the following vote:

Aye: 5 - Browne, Buchanan, Byrd, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

Abstain: 1 - Donovan

8. [AB2020-270](#) Request authorization for the County Executive to enter into a contract between Whatcom County and the U.S. Department of Justice in the amount of \$10,000.

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Agreement be authorized.

Byrd's motion that the Agreement be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

9. [AB2020-271](#) Request authorization for the County Executive to enter into an Interagency Agreement amendment between Whatcom County Flood Control Zone District and Washington State Department of Health for support of the Pollution Identification and Correction (PIC) program in the amount of \$447,732 for a total amended contract amount of \$1,047,732

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Contract be authorized.

Byrd's motion that the Contract (FCZDBS) be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

10. [AB2020-273](#) Request authorization for the County Executive to award bid #20-33 and enter into a contract between Whatcom County and Boss Construction, Inc. for the Swift Creek Channel Excavation and Oat Coles North Repository Development project in the amount of \$644,554.61

Byrd reported for the Finance and Administrative Services Committee and *moved* that the Bid Award be authorized.

Byrd's motion that the Bid Award be AUTHORIZED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

11. [AB2020-275](#) Resolution amending Resolution 2019-061 (Amendment #1) relating to the salary schedule and policies for unrepresented Whatcom County employees

Byrd reported for the Finance and Administrative Services Committee and *moved* that the Resolution be approved.

Byrd's motion that the Resolution be APPROVED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

Enactment No: RES 2020-025

(From Council Committee of the Whole)

12. [AB2020-263](#) Request authorization for the County Executive to sign a proposed interlocal agreement between Whatcom County and the cities relating to interim procedures for amending the Countywide Planning Policies

Mark Personius, Planning and Development Services Department Director, briefed the Councilmembers.

Donovan moved and Frazey seconded 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

(No Committee Assignment)

15. [AB2020-294](#) Resolution supporting the Executive's Budget Goals for 2021-2022

Buchanan reported for the Committee of the Whole Committee and stated this item was recommended to the full Council.

Donovan spoke about corrected scrivener's errors and **moved** that the Resolution be approved as it was amended in Committee of the Whole. The motion was seconded by Frazey.

Donovan's motion that the Resolution be APPROVED AS AMENDED carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 2 - Byrd, and Elenbaas

Absent: 1 - Kershner

Enactment No: RES 2020-026

13. [AB2020-106](#) Resolution docketing comprehensive plan and development regulation amendments

Mark Personius, Planning and Development Services Department Director, briefed the Councilmembers. He stated that there would need to be a motion to not waive the fees.

Byrd moved that the Resolution be approved. The motion was seconded by Donovan.

Councilmembers and Personius discussed the Resolution.

The motion carried by the following vote:

Aye: 5 - Frazey, Browne, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 1 - Kershner

Donovan moved to waive the fees for the privately proposed items.

Councilmembers and Personius discussed the motion and how it should be stated.

Donovan withdrew his motion and **moved** to deny the request for a fee waiver for applications PLN2020-00003 and PLN2020-00004. The motion was seconded by Browne.

Councilmembers and Personius discussed the motion, the amount of the fees, how much of the Planning Department budget comes from fees, whether moving forward with a development proposal would increase the tax revenue for the County in the long term, and whether someone could make an argument that a mistake was made with how the zoning is right now.

The motion to deny the request for a fee waiver carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Elenbaas, and Frazey

Nay: 1 - Byrd

Absent: 1 - Kershner

As noted above, Byrd's motion that the Resolution be APPROVED carried by the following vote:

Aye: 5 - Browne, Buchanan, Byrd, Donovan, and Frazey

Nay: 1 - Elenbaas

Absent: 1 - Kershner

Enactment No: RES 2020-027

14. [AB2020-259](#) Resolution amending the Homeless Strategies Workgroup to establish two-year terms for Council-appointed members

Donovan moved that the Resolution be approved. The motion was seconded by Byrd.

Cathy Halka, Council Office, answered questions about how the Resolution affects the membership.

Clerk's note: The Council voted later in the meeting (see notes on AB2020-138) to amend the Resolution to include two positions instead of one. The amended Resolution was approved and signed.

Donovan's motion that the Resolution be APPROVED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

Enactment No: RES 2020-028

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2020-138](#) Appointment to the Homeless Strategies Workgroup, Homeless Children and Families position, applicant(s): Joel Kennedy and Emily O'Connor

Cathy Halka, Council Office, answered a question about whether this appointment is for one position or two.

Byrd moved to nominate and appoint Joel Kennedy. The motion was seconded by Elenbaas.

Frazey moved to nominate and appoint Emily O'Connor. The motion was seconded by Browne.

Councilmembers discussed the applicants. Donovan suggested that they amend the Resolution (AB2020-259) to allow for both applicants. Councilmembers discussed Donovan's suggestion to amend the Resolution and the requirements for the position.

Frazey withdrew her motion to nominate and appoint O'Connor.

Byrd withdrew his motion to nominate and appoint Kennedy.

Buchanan moved to amend the Resolution to expand the position to two seats. The motion was seconded by Donovan.

Clerk's note: This amended the Resolution approved earlier in the meeting (AB2020-259).

The motion to amend Resolution 2020-028 carried by the following vote:

Aye: 5 - Buchanan, Byrd, Donovan, Frazey, and Browne

Nay: 1 - Elenbaas

Absent: 1 - Kershner

Buchanan moved and Byrd seconded that both applicants be NOMINATED AND APPOINTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

2. [AB2020-248](#) Appointment to the Noxious Weed Board, District 3, applicant(s): George Kaas

Frazey moved and Byrd seconded that the applicant be APPOINTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

3. [AB2020-249](#) Appointment to Drainage District 3, commissioner position 3, applicant(s): Paul Sangha

Donovan moved and Elenbaas seconded that the applicant be APPOINTED.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

4. [AB2020-250](#) Appointment to the Homeless Strategies Workgroup, Schools position, applicant(s): Lisa Marx

Elenbaas moved and Byrd seconded that the applicant be APPOINTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2020-264](#) Request confirmation of the County Executive's reappointments of Jodi Sipes and Jana Finkbonner to the Northwest Senior Services Board

Donovan moved and Browne seconded that the applicants be CONFIRMED.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

2. [AB2020-265](#) Request confirmation of County Executive's appointment of Nicholas Evans and Mullane Harrington to the Behavioral Health Advisory Committee

Byrd moved and Frazey seconded that the applicants be CONFIRMED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

3. [AB2020-266](#) Request confirmation of County Executive's appointment of Peter Coy to the Parks and Recreation Commission

Frazey moved and Donovan seconded that the applicant be CONFIRMED.

The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Byrd, Donovan, and Frazey

Nay: 1 - Elenbaas

Absent: 1 - Kershner

4. [AB2020-272](#) Request confirmation of County Executive's appointment of Emily O'Connor and Krista Touros to the Commission on Sexual and Domestic Violence

Frazey moved and Browne seconded that the applicants be CONFIRMED.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

INTRODUCTION ITEMS

Donovan moved to introduce items one through seven. The motion was seconded (see votes on individual items below).

1. [AB2020-276](#) Ordinance amending the 2020 Whatcom County Budget, request no. 14, in the amount of \$1,810,500

Donovan moved and Frazey 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

2. [AB2020-277](#) Ordinance establishing the Silver Beach Creek Fund and establishing a project based budget for the Silver Beach Creek Stormwater Improvements Fund

Donovan moved and Frazey 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. [AB2020-281](#) Appointment to the Wildlife Advisory Committee, member with technical expertise, applicant(s): Barry Wenger

Donovan moved and Frazey seconded that the Council Appointment Requiring Introduction be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

4. [AB2020-282](#) Appiontment to the Homeless Strategies Workgroup, Homeless Advocate position, applicant(s): Markis (Dee) Stidham

Donovan moved and Frazey seconded that the Council Appointment Requiring Introduction be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

5. [AB2020-283](#) Appointment to Consolidated Drainage Improvement District 1, supervisor position 3, applicant(s): James Bouma

that the Council Appointment Requiring Introduction be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

6. [AB2020-253](#) Resolution authorizing Whatcom County to enter into a twenty-year communication tower lease agreement with Verizon Wireless for an existing tower site located at the Lookout Mountain Forest Reserve

Donovan moved and Frazey seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

7. [AB2020-254](#) Resolution authorizing Whatcom County to enter into a twenty-year communication lease agreement with PI Tower Development LLC for an existing tower site located at the Lookout Mountain Forest Reserve

Donovan moved and Frazey seconded that the Resolution Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. 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 discussed fee waivers for docketed applications (see discussion on AB2020-106).

Councilmembers and Satpal Sidhu, County Executive, discussed the comments and email by Richard Pylilo regarding Legislation concerning safe visitation of spouses and family members to patients in care facilities during the COVID-19 crisis and possible solutions.

ADJOURN

The meeting adjourned at 8:09 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription

NOTICE TO EMPLOYEES OF UNFAIR LABOR PRACTICE

CASE: 131286-U-19

DECISION: 13082-A

STATE LAW GIVES YOU THE RIGHT TO

- self-organize, join, or assist labor or employee organizations.
- bargain collectively through a representative of your choice.
- refuse to pay dues to a union unless you have affirmatively agreed to make such payments.

THE WASHINGTON STATE PUBLIC EMPLOYMENT RELATIONS COMMISSION (PERC) CONDUCTED A LEGAL PROCEEDING, ISSUED A RULING THAT WHATCOM COUNTY COMMITTED AN UNFAIR LABOR PRACTICE, AND ORDERED THAT THIS NOTICE BE POSTED TO EMPLOYEES:

WE UNLAWFULLY DEDUCTED THE EMPLOYEE SHARE OF THE PAID FAMILY AND MEDICAL LEAVE PREMIUMS FROM EMPLOYEES' PAYCHECKS.

WE UNLAWFULLY FAILED OR REFUSED TO BARGAIN IN GOOD FAITH WITH THE WHATCOM COUNTY DEPUTY SHERIFF'S GUILD OVER THE DECISION TO DEDUCT THE EMPLOYEE SHARE AND THE AMOUNT OF EMPLOYEE PREMIUMS FOR THE PAID FAMILY AND MEDICAL LEAVE PREMIUM.

TO REMEDY OUR UNFAIR LABOR PRACTICE(S):


WE WILL GIVE NOTICE TO AND, UPON REQUEST, NEGOTIATE IN GOOD FAITH WITH THE WHATCOM COUNTY DEPUTY SHERIFF'S GUILD, INCLUDING MEDIATING AND PURSUING INTEREST ARBITRATION IF NECESSARY, BEFORE IMPLEMENTING THE EMPLOYEE PAID FAMILY AND MEDICAL LEAVE PREMIUM.

WE WILL MAKE EMPLOYEES WHOLE BY REIMBURSING EMPLOYEES FOR ANY EMPLOYEE PFML PREMIUMS DEDUCTED FROM THEIR WAGES BEGINNING JANUARY 4, 2019. BACK PAY SHALL BE COMPUTED IN CONFORMITY WITH WAC 391-45-410.

WE WILL RESTORE THE STATUS QUO ANTE BY REINSTATING THE WAGES, HOURS, AND WORKING CONDITIONS THAT EXISTED FOR THE EMPLOYEES IN THE AFFECTED BARGAINING UNIT PRIOR TO THE UNILATERAL CHANGE THAT OCCURRED WHEN THE EMPLOYER BEGAN DEDUCTING THE MAXIMUM EMPLOYEE CONTRIBUTION TO THE PAID FAMILY AND MEDICAL LEAVE PREMIUM FOUND UNLAWFUL IN THIS ORDER.

WE WILL NOT IN ANY OTHER MANNER INTERFERE WITH, RESTRAIN, OR COERCING EMPLOYEES IN THE EXERCISE OF THEIR COLLECTIVE BARGAINING RIGHTS UNDER THE LAWS OF THE STATE OF WASHINGTON.

WHATCOM COUNTY

BY:  DATE: 6/11/2020
Name and Title of Authorized Representative

The decision relating to this violation can be found on the PERC website at <https://decisions.perc.wa.gov>.

THIS NOTICE MUST BE POSTED FOR 60 CONSECUTIVE DAYS
AND MAY NOT BE ALTERED, DEFACED, OR COVERED.



Questions? Visit perc.wa.gov or contact a PERC unfair labor practice administrator:

Dario de la Rosa
dario.delarosa@perc.wa.gov
360.570.7328

Emily Whitney
emily.whitney@perc.wa.gov
360.664.3047



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-081

| | | | | | |
|----------------------|----------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | MIN2020-081 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/15/2020 | Entered by: | KFelbing@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Minutes Consent | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Water Work Session for July 14, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: Water Work Session Jul 14 2020

Whatcom County Council Water Work Session

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



Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Tuesday, July 14, 2020

10:30 AM

Virtual Meeting

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 10:30 a.m. in a virtual meeting.

Roll Call

Present: 6 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas and Carol Frazey

Absent: 1 - Kathy Kershner

Birch Bay Watershed and Aquatic Resources**Management (BBWARM) District****2019 Annual Report and 2019 Financial****Report**

Holly Faulstich, Public Works Department, gave a presentation and Councilmembers commented on it.

Water Resources Update

Gary Stoyka, Public Works Department, updated the Councilmembers on the following:

- The new Nooksack WRIA 1 instream flow rule recently took effect on June 27, 2020
- A recent Watershed Management Board meeting, which included a summary of the actions that happened in 2019 and a presentation by Robin McPherson from the Department of Ecology (DOE) regarding DOE's process for selecting the next basin for adjudication
- The Watershed Management Team meeting which took place on July 8, 2020
- The Regional Water Supply Plan process led by the Public Utility District (PUD) using grant funds. They hired a consultant whose role is to take all the available information for water quality, water quantity, instream flows, and habitat and identify data gaps.
- A Drainage Base Management project which is a county-wide project and looks at water quality, water quantity, instream flows, and habitat as well as ways to integrate land use and flood plain management. They got a \$100,000 grant from the National Estuary Program and there is a scheduled meeting with the grantors to put together a scope of work for how to use that grant money to further the Drainage Base Management Program. The County put in a grant application for the streamflow restoration grant with the DOE to

further the process and bring the tribes, farmers, water right holders and others together to work on goals and identify action projects. The Drainage Base Management Project could be used either as a prelude to the adjudication process or instead of the adjudication process to help lay the groundwork to getting a settlement of all the necessary parties on all of these issues.

- Continued work on water use efficiency projects both domestic and agricultural
- Planning Unit Meetings in which they discussed their position on adjudication and procedure for sending letters of support for grants, a summary from the DOE on the new instream flow rule, an update on the plan to update the 2005 Watershed Management Plan, and a special meeting that was held on July 8, 2020 with the DOE regarding the adjudication process.
- The next Lake Whatcom Policy Group meeting
- Work of County Staff with the City of Bellingham on proposed modifications to the Homeowners Incentive Program
- Edgewater Lane stormwater project which will start construction in August of 2020
- The field and laboratory work along Northshore Drive for the onsite septic system investigation

Potential Water Rights Adjudication and Settlement

Gary Stoyka, Public Works Department, gave a presentation about potential water rights adjudication in the Water Resources Inventory Area (WRIA) 1.

Satpal Sidhu, County Executive, continued the presentation and spoke about his settlement proposal to work with all parties either within the adjudication process or outside of it if this basin is not chosen for adjudication proceedings.

Sidhu and Stoyka answered questions about whether there is a process for how a settlement would be made if the adjudication process does not go forward, how the proposed settlement process is different than what they've been doing for the last ten years, whether the tribes were principles in the 2015 agreement, and working on additional sources of water supply in parallel to a settlement process.

The following people spoke:

- Henry Bierlink
- Bill Clarke

Staff and the speakers answered questions about why the adjudication process in Yakima has taken so many years and is only half way done and what the next steps should be for this issue.

Adjournment

The meeting adjourned at 12 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: MIN2020-082

| | | | | | |
|----------------------|----------------|----------------------|---------------------------|----------------|--------------|
| File ID: | MIN2020-082 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/27/2020 | Entered by: | KFelbing@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Minutes Consent | | |
| Assigned to: | Council | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Regular County Council for July 21, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: Council Jul 21 2020

Whatcom County Council

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



Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Tuesday, July 21, 2020

6 PM

Virtual Meeting

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 6 p.m. in a virtual meeting.

ROLL CALL

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

Absent: None

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, stated he did not have a report.

MINUTES CONSENT

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

1. [MIN2020-060](#) Regular County Council for May 19, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

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

Nay: 0

Absent: 0

2. [MIN2020-061](#) Committee of the Whole - Budget Retreat for May 26, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

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

Nay: 0

Absent: 0

3. [MIN2020-062](#) Special Council for June 1, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

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

Nay: 0

Absent: 0

4. [MIN2020-063](#) Regular County Council Part 1 for June 2, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

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

Nay: 0

Absent: 0

5. [MIN2020-064](#) Regular County Council for June 2, 2020 Part 2

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

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

Nay: 0

Absent: 0

6. [MIN2020-065](#) Committee of the Whole - Executive Session for June 2, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

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

Nay: 0

Absent: 0

7. [MIN2020-070](#) Committee of the Whole for June 16, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

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

Nay: 0

Absent: 0

8. [MIN2020-071](#) Regular County Council for June 16, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

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

Nay: 0

Absent: 0

9. [MIN2020-072](#) Special Committee of the Whole for June 23, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

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

Nay: 0

Absent: 0

10. [MIN2020-073](#) Water Work Session for June 23, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

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

Nay: 0

Absent: 0

PUBLIC HEARINGS

Clerk's note: Council staff showed a short informational video on how to speak at the public hearing.

1. [AB2020-253](#) Resolution authorizing Whatcom County to enter into a twenty-year communication tower lease agreement with Verizon Wireless for an existing tower site located at the Lookout Mountain Forest Reserve

Mike McFarlane, Parks and Recreation Department Director, briefed the Councilmembers and answered questions about whether there was a bid process, whether Verizon would have an opportunity to go somewhere else if this is not approved, whether the County is obligated to what the lease rent schedule puts the value at, how often the rent schedule changes, the likelihood that the schedule will change in five years, and whether the County can leverage the tower to extend the radio access for emergency responders.

Buchanan opened the public hearing and hearing no one, closed the public hearing.

Browne moved to hold this item and the next one (AB2020-254) until they hear from representatives of the Emergency Operations Center radio department. The motion was seconded by Byrd.

Bill Elfo, Sheriff, and McFarlane explained issues with holding the second item.

Browne withdrew his motion and **moved** to hold this item in Council until they hear from the new Emergency Operations Center radio person. The motion was seconded by Donovan.

Councilmembers, staff, and Satpal Sidhu, County Executive, discussed the motion.

Browne's motion that the Resolution Requiring a Public Hearing be HELD IN COUNCIL carried by the following vote:

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

Nay: 0

Absent: 0

2. [AB2020-254](#) Resolution authorizing Whatcom County to enter into a twenty-year communication lease agreement with PI Tower Development LLC for an existing tower site located at the Lookout Mountain Forest Reserve

Mike McFarlane, Parks and Recreation Department Director, answered questions about whether this is a new tower, why the rate for this new tower is less than renewing the existing towers discussed in AB2020-253, whether the County is paying a portion of the tower, whether other solutions such as high-speed internet could be added and if it would incur additional costs, and whether it is right next to the Verizon tower.

Byrd moved to hold this item in Council then **withdrew** his motion.

Buchanan opened the public hearing and hearing no one, closed the public hearing.

Byrd moved to hold this item in Council. The motion failed for lack of a second.

Browne moved that the Resolution be approved. The motion was seconded by Frazey.

The following people spoke and answered questions:

- Bill Elfo, Sheriff, answered whether it is time sensitive for both Whatcom and Skagit County.

- McFarlane answered who funds the construction and what budget that comes out of.
- Satpal Sidhu, County Executive, spoke about the history of this tower.
- Dana Brown-Davis, Clerk of the Council, and McFarlane answered whether this agenda item came through the Finance and Administrative Services Committee and what triggers a file to be discussed in that committee.

Councilmembers continued to discuss the item.

Browne's motion that the Resolution Requiring a Public Hearing be APPROVED carried by the following vote:

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

Nay: 0

Absent: 0

Enactment No: RES 2020-029

OPEN SESSION (20 MINUTES)

Clerk's note: Council staff showed a short informational video on how to speak at the open session.

Buchanan opened the open session and the following person spoke:

Richard Pylilo spoke about allowing visitation at nursing homes.

Seeing no one else, Buchanan closed the open session.

Kershner spoke about Mr. Pylilo's comments and stated she would like to get feedback from the Council about crafting a letter to the Governor's Office about looking at long term care facilities and coming up with a plan so loved ones would be able to visit.

Dana Brown-Davis, Clerk of the Council, stated it would be appropriate for Councilmember Kershner to write a letter and present it to the Council for their approval next week.

CONSENT AGENDA

Clerk's note: Buchanan stated they would go through each agenda item separately.

(From Council Finance and Administrative Services Committee)

1. [AB2020-211](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Nooksack Valley School District to provide behavioral health services, in the amount of \$120,000

Dana Brown-Davis, Clerk of the Council, clarified the process for deciding to hold items in Committee.

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the item be held in committee.

Councilmembers and Satpal Sidhu, County Executive, discussed the motion to hold and whether it is ok to wait until August to consider it.

Byrd's motion that the Interlocal be HELD IN COMMITTEE carried by the following vote:

Aye: 5 - Buchanan, Byrd, Donovan, Elenbaas, and Kershner

Nay: 1 - Frazey

Absent: 0

Abstain: 1 - Browne

2. [AB2020-220](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Lynden School District to provide behavioral health services, in the amount of \$111,000

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be HELD IN COMMITTEE. The motion carried by the following vote:

Aye: 5 - Buchanan, Byrd, Donovan, Elenbaas, and Kershner

Nay: 2 - Browne, and Frazey

Absent: 0

3. [AB2020-231](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Blaine School District to provide behavioral health services, in the amount of \$131,400

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be HELD IN COMMITTEE. The motion carried by the following vote:

Aye: 5 - Buchanan, Byrd, Donovan, Elenbaas, and Kershner

Nay: 2 - Browne, and Frazey

Absent: 0

4. [AB2020-235](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Meridian School District to provide behavioral health services, in the amount of \$108,000

dana

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be HELD IN COMMITTEE. The motion carried by the following vote:

Aye: 5 - Buchanan, Byrd, Donovan, Elenbaas, and Kershner

Nay: 2 - Browne, and Frazey

Absent: 0

Dana Brown-Davis, Clerk of the Council, answered whether the next three items could be considered with a single motion. A motion was approved 5-2 with Frazey and Browne opposed, that the following three agenda items be Held in Committee (see motions and votes on individual items below).

5. [AB2020-236](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Ferndale School District to provide behavioral health services, in the amount of \$120,000

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be HELD IN COMMITTEE. The motion carried by the following vote:

Aye: 5 - Buchanan, Byrd, Donovan, Elenbaas, and Kershner

Nay: 2 - Browne, and Frazey

Absent: 0

6. [AB2020-237](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Bellingham School District #501 to provide behavioral health services, in the amount of \$138,000

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be HELD IN COMMITTEE. The motion carried by the following vote:

Aye: 5 - Buchanan, Byrd, Donovan, Elenbaas, and Kershner

Nay: 2 - Browne, and Frazey

Absent: 0

7. [AB2020-244](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Mount Baker School District to provide behavioral health services, in the amount of \$108,000

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be HELD IN COMMITTEE. The motion carried by the following vote:

Aye: 5 - Buchanan, Byrd, Donovan, Elenbaas, and Kershner

Nay: 2 - Browne, and Frazey

Absent: 0

8. [AB2020-261](#) Request authorization for the County Executive to enter into a lease agreement between Whatcom County and the Boys and Girls Club of Whatcom County for use and maintenance of the baseball fields on County property adjoining the Phillips 66 soccer fields

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Agreement be authorized by consent. The motion was seconded by Donovan.

Mike McFarlane, Parks and Recreation Department Director, gave a staff report and answered whether there are separate lease agreements with different agencies and why one agency does not do it all.

Byrd's motion that the Agreement be AUTHORIZED BY CONSENT carried by the following vote:

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

Nay: 0

Absent: 0

9. [AB2020-286](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Lummi Nation for the purpose of effectuating efficient law enforcement, in the amount of zero dollars

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Interlocal be authorized by consent. The motion was seconded by Elenbaas.

Bill Elfo, Sheriff, gave a staff report and answered questions about how it works in practice if Lummi Tribal police officers apprehend a non-tribal person and if that case would go through the tribal court system, what this interlocal will change in the current situation, whether this interlocal expands a tribal police officer's ability to arrest non-tribal members on their reservation or tribal lands, whether a tribal police officer still has power of arrest if he pursues a non-tribal member and that suspect exits tribal lands, and whether that would change mutual aid.

Satpal Sidhu, County Executive, stated there will be a ceremony sometime soon to sign this historic agreement.

Byrd's motion that the Interlocal be AUTHORIZED BY CONSENT carried by the following vote:

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

Nay: 0

Absent: 0

10. [AB2020-288](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Lake Whatcom Water and Sewer District to provide emergency management services, in the amount of \$100,000

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

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

Nay: 0

Absent: 0

11. [AB2020-289](#) Request authorization for the County Executive to award Bid #20-22 and enter into a subsequent contract between Whatcom County and Foss Maritime for the annual drydocking, repair and maintenance of the Whatcom Chief ferry, in the amount of \$436,161

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Bid Award be authorized by consent. The motion was seconded by Donovan.

Jon Hutchings, Public Works Department Director, reported on the item.

Byrd's motion that the Bid Award be AUTHORIZED BY CONSENT carried by the following vote:

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

Nay: 0

Absent: 0

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. [AB2020-276](#) Ordinance amending the 2020 Whatcom County Budget, request no. 14, in the amount of \$1,810,500

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

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: ORD 2020-039

2. [AB2020-277](#) Ordinance establishing the Silver Beach Creek Fund and establishing a project based budget for the Silver Beach Creek Stormwater Improvements Fund

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

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: ORD 2020-040

3. [AB2020-290](#) Request permission for the County Council to authorize the County Executive to award Bid #20-24 and execute a construction contract with the low bidder, Williamson Construction, for the Twinview Levee Improvement Project in the amount of \$60,814.25 including all taxes (Council acting as the Flood Control Zone District Board of Supervisors)

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

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

4. [AB2020-298](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Cities of Blaine, Everson, Ferndale, Nooksack, Lynden and Sumas for the purposes of supporting a coordinated use of the local CARES Act federal dollars and cost sharing related to the COVID-19 health crisis

Byrd reported for the Finance and Administrative Services Committee and ***moved*** that the Interlocal be authorized as amended in Committee. The motion was seconded by Donovan.

The following people spoke:

- Tyler Schroeder, Executive's Office, briefed the Councilmembers and answered questions.
- Karen Frakes, Prosecuting Attorney's Office, spoke about the proposed amendment and how it would affect the interlocal.
- Satpal Sidhu, County Executive, spoke about time constraints and stated the other jurisdictions are in favor of the “buckets” of allocations and if the Council is in general agreement the Administration will work with them if they need to make changes.

Councilmembers and staff discussed the motion to authorize the amended version.

Byrd moved to further amend the interlocal to remove the final Addendum as well as the following references to the Addendum:

The final Whereas statement on page two of the Agreement:

~~WHEREAS, the Parties currently seek to establish a cost sharing agreement for the CARES Act Relief Funding as further articulated in Addendum No. 1 to this Agreement.~~

And the first line of page three of the Agreement:

~~The terms of this joint action item and the related cost sharing are set forth in Addendum No. 1, which is attached hereto and incorporated into this Agreement.~~

And the last sentence of paragraph two on page three of the Agreement:

~~The Parties agree to establish and maintain appropriate budget-spending thresholds to satisfy the funding commitments set forth in Addendum No. 1.~~

The motion was seconded by Kershner.

The motion to further amend failed by the following vote:

Aye: 3 - Kershner, Byrd, and Elenbaas

Nay: 4 - Frazey, Browne, Buchanan, and Donovan

Councilmembers and Schroeder continued to discuss the motion to

authorize the amended Interlocal Agreement. Schroeder stated he could bring the business grant guidelines and the contract that was developed between the City of Bellingham and Whatcom County's legal staff that would be utilized for these business grants to the Council for their review at their August 5th meeting.

The motion to approve the amended version of the Agreement failed by the following vote:

Aye: 1 - Browne

Nay: 6 - Kershner, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

Donovan moved to approve the Interlocal Agreement as presented in the packet. The motion was seconded by Frazey.

Councilmembers and staff continued their discussion.

The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd and Elenbaas

Kershner moved that the Administration request authorization from Council for all expenditures related to the CARES Act funding prior to disbursement. The motion was seconded by Byrd.

Donovan suggested a friendly amendment to add "regardless of the amount."

Kershner accepted the friendly amendment.

Councilmembers and Sidhu discussed the motion.

Frakes stated that to change the purchasing policies and the threshold level for Council review would require an ordinance and not just a motion.

Buchanan moved to hold the motion until they get a legal analysis.

Kershner withdrew her motion with an understanding that there is a strong desire to have information about how the CARES Act money is spent.

Byrd requested to set up a time at the next meeting to get questions answered on this item and to formalize a process for moving forward.

Schroeder answered a question about what other jurisdictions have approved

the Interlocal Agreement as it stands today.

As already noted above, Donovan's motion that the Interlocal be AUTHORIZED as presented in the packet carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

(From Council Public Works and Health Committee)

5. [AB2020-296](#) Resolution approving the Lake Whatcom Water and Sewer District Comprehensive Sewer Plan 2020 Update

Frazey reported for the Public Works and Health Committee and moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

Enactment No: RES 2020-030

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2020-281](#) Appointment to the Wildlife Advisory Committee, member with technical expertise, applicant(s): Barry Wenger

Donovan moved and Browne seconded that Barry Wenger be APPOINTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

2. [AB2020-282](#) Appointment to the Homeless Strategies Workgroup, Homeless Advocate position, applicant(s): Markis (Dee) Stidham

Browne moved and Frazey seconded that Markis (Dee) Stidham be APPOINTED. The motion carried by the following vote:

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

Nay: 0

Absent: 0

3. [AB2020-283](#) Appointment to Consolidated Drainage Improvement District 1, supervisor position 3,

applicant(s): James Bouma

Donovan moved and Byrd seconded that James Bouma be APPOINTED. The motion carried by the following vote:

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

Nay: 0

Absent: 0

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2020-285](#) Request confirmation of County Executive's appointment of Alysa Oradat to the Developmental Disabilities Advisory Board

Frazey moved and Byrd seconded that Alysa Oradat be CONFIRMED. The motion carried by the following vote:

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

Nay: 0

Absent: 0

INTRODUCTION ITEMS

Browne moved to introduce items one through four. The motion was seconded by Byrd (see votes on individual items below).

Dana Brown-Davis, Clerk of the Council, answered a question about whether these introduction items will go to their respective committees to be discussed at the next meeting.

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

Browne moved and Byrd 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 Kershner

Nay: 1 - Elenbaas

Absent: 0

2. [AB2020-297](#) Ordinance amending the 2020 Whatcom County Budget, request no. 15, in the amount of \$716,503

Browne moved and Byrd seconded that the Ordinance be INTRODUCED.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

3. [AB2020-291](#) Ordinance regarding installation of stop signs on certain County Roads

Browne moved and Byrd 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 Kershner

Nay: 1 - Elenbaas

Absent: 0

4. [AB2020-300](#) Receipt of application for the Homeless Strategies Workgroup, Special Populations position, applicant(s): Michael Berres (application deadline for any other applicants for this position is 10 a.m. on July 28, 2020)

Browne moved and Byrd seconded that the Council Appointment Requiring Introduction be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Browne moved that they take the \$391,500 from Reserve/Unallocated referenced in AB2020-298 and move it to the allocation for digital infrastructure for distance learning. The motion was seconded by Donovan.

Councilmembers and Satpal Sidhu, County Executive, discussed the motion.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Browne moved that the Councilmembers maintain a standing availability to meet at 1 p.m. every Tuesday for two hours until it is no longer needed. The motion was seconded by Buchanan.

Councilmembers discussed the motion and the meeting time.

Councilmembers, Sidhu, and Dana Brown-Davis, Clerk of the Council,

discussed how much notice is needed for a special meeting, the fact that only files that are on the agenda of a special meeting can be acted upon, and what constitutes a special meeting.

Kershner spoke about a concern regarding bringing students back to Western Washington University in the fall.

The motion carried by the following vote:

Aye: 6 - Buchanan, Byrd, Donovan, Frazey, Kershner, and Browne

Nay: 1 - Elenbaas

Councilmembers discussed students going back to school and whether there should be fines for egregious behavior as it relates to not taking COVID-19 precautions.

Brown-Davis clarified that two of the introduction items will go straight to Council for Public Hearings as opposed to being discussed in committee.

ADJOURN

The meeting adjourned at 9:12 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: MIN2020-083

| | | | | | |
|----------------------|----------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | MIN2020-083 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/27/2020 | Entered by: | KFelbing@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Minutes Consent | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Committee of the Whole for July 21, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

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

Attachments: Committee of the Whole Jul 21 2020

Whatcom County Council Committee of the Whole

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



Committee Minutes - Draft Minutes

VIRTUAL MEETING - ENDS NO LATER THAN 3:20 P.M.

Tuesday, July 21, 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 2 p.m. in a virtual meeting.

Roll Call

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

Absent: None

Announcement**Committee Discussion**

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

The following people updated the Councilmembers and answered questions.

Erika Lautenbach, Health Department Director
Chi-Na Stoane, Public Health Advisory Board Chair
Scott McCreery, Unified Command Incident Commander

Stoane updated the Councilmembers on the work of the Public Health Advisory Board (PHAB) and answered questions about whether there is a report to the council regarding an action plan on the response to the COVID-19 crisis.

Councilmembers, Lautenbach and Stoane discussed whether there is a strategy for getting to Phase 3 and Phase 4 of the state's phased approach to reopening; whether the Council acting as the Health Board has a work plan for the PHAB and where the board gets its direction for its next task; the role and make-up of the PHAB and whether there is a Council representative; how the County is putting their resources into getting past the COVID-19 crisis and who is developing a plan to that end; crafting a plan to coordinate the efforts of the Health Department, Health Board and PHAB; finding ways to live with the virus as opposed to being free of it; the success of established efforts such as the "Safer. Stronger. Together." campaign and what became of that campaign; how to get back to normalcy and to encourage the community to do their part by distancing and wearing masks; what other countries that are faring better than the United States are doing differently; and communicating more information about the context of cases that Whatcom County is dealing with (from parties, or in certain types of business, etc.) as opposed to general case numbers.

Lautenbach updated the Councilmembers on the following:

- A social marketing campaign initiated by the Health Department and the Whatcom Unified Executive Board geared toward people ages 16 -21 years old in order to understand behaviors and craft messages to them to effect behavior change
- Evolving progress of the “Safer. Stronger. Together.” campaign
- A series of forums put on by the Health Department, the Regional Economic Partnership, and the Whatcom Business Alliance for businesses covering topics such as how to talk to employees about masks, what to do when an employee is sick, and how to support the mental health of employees during this time
- A new Deputy Health Officer in the Health Department
- Two community health workers on loan from Unity Care
- The recent drive-up testing pilot and statistics on who came to be tested

McCreery spoke about the requirements of staffing the testing site, the costs, and the efficiency of the effort. They established that this type of testing is not sustainable for our community.

Lautenbach spoke about the plan for testing moving forward and answered questions about whether there is a contract for the social marketing campaign and what the cost will be for that, whether insurance can be billed for people being tested, how many tests they will be able to do going forward, collaborating with Skagit County, an estimate of cost for the Test Directly mobile testing system, whether there will be access for people to schedule a test if they do not have a phone, whether other pharmacies will do testing like Rite Aid in Lynden, if there is data available for whether cases have been related to large numbers of people gathering at places like the beach, the plan for school openings, and whether businesses have been fined as a result of the Governor's three strike rule.

This agenda item was DISCUSSED.

2. [AB2020-234](#) Discussion regarding goals, guidelines, and approach to updating current and future budgets

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed what they should do next with this discussion, scheduling a special meeting, and what should be discussed at that meeting.

Satpal Sidhu, County Executive, spoke about the process between now and mid-September and getting a draft budget along with Additional Service Requests (ASRs) and negative ASRs to the Council as soon as possible.

Councilmembers continued to discuss how to go forward with the guiding principles to decide what they will and will not fund. They concurred to schedule a special meeting on July 28, 2020 to discuss this item.

This agenda item was DISCUSSED.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 3:59 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: AB2020-291

| | | | | | |
|----------------------|-------------------------|----------------------|--------------------------------------|----------------|-------------------------------|
| File ID: | AB2020-291 | Version: | 1 | Status: | Introduced for Public Hearing |
| File Created: | 07/07/2020 | Entered by: | SMock@co.whatcom.wa.us | | |
| Department: | Public Works Department | File Type: | Ordinance Requiring a Public Hearing | | |
| Assigned to: | Council | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Ordinance regarding installation of stop signs on certain County Roads

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance to correct a scrivener's error in Whatcom County Ordinance 1987-009 An Ordinance Regarding the Legal Establishment of Existing Stop Signs on County Roads.

During preparations for the E. Smith Road Pavement Rehabilitation Project it was discovered that a scrivener's error existed on Page 7 of Appendix A that is referenced in Ordinance 1987-009. That page listed a stop sign as located at Everson Goshen Road southbound at E. Hemmi Road where it should have been listed as located at Everson Goshen Road southbound at E. Smith Road. This ordinance will correct that error and allow for the installation to reestablish all-way stop control at Everson Goshen Road and E. Smith Road intersection

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|--------------|-------------------------------|----------|
| 07/21/2020 | Council | INTRODUCED FOR PUBLIC HEARING | Council |

Attachments: Staff Memo, Proposed Ordinance

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

Memorandum

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

Through: Jon Hutchings, Director *JH*

From: James P. Karcher, P.E., County Engineer *JPK*

Date: July 7, 2020

Re: **Ordinance Regarding Installation of Stop Signs on Certain County Roads**

Requested Action

Public Works respectfully requests that the County Council adopt the proposed ordinance to correct a scrivener's error in Whatcom County Ordinance 1987-009 *An Ordinance Regarding the Legal Establishment of Existing Stop Signs on County Roads*.

Background and Purpose

Public Works plans to reestablish all-way stop control at the intersection of Everson Goshen Road and East Smith Road as part of the upcoming E. Smith Rd Pavement Rehabilitation Project, CRP 918018 and CRP 916006. During preparations for this project it was discovered that a scrivener's error existed on Page 7 of Appendix A that is referenced in Whatcom County Ordinance 1987-009. That page listed a stop sign as located at Everson Goshen Road southbound at E. Hemmi Road where it should have been listed as located at Everson Goshen Road southbound at *E. Smith Road*. This ordinance will correct that error and allow for the installation of the stop sign.

Information

This ordinance will allow for the installation of the stop sign and is necessary to comply with RCW 36.32.120 and 46.61.200 to install traffic control signs.

Please contact Jim Karcher at extension 6271 with any questions regarding this ordinance.

ORDINANCE NO. _____

INSTALLATION OF STOP SIGNS ON CERTAIN COUNTY ROADS

WHEREAS, in compliance with RCW 46.61.200 and 47.36.110, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, due to a scrivener's error, there was an incorrect cross road name listed on page 7 of Appendix A, in Whatcom County Ordinance 1987-009 *An Ordinance Regarding the Legal Establishment of Existing Stop Signs on County Roads*; and

WHEREAS, the intersection of Everson Goshen Road and East Smith Road will be reestablished in an upcoming construction project with all-way stop control; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a stop sign be established at the following location:

1) Everson Goshen Road southbound at East Smith Road

Within Sections 25 and 26, Township 39 North, Range 3 East, W.M.; and

BE IT FURTHER ORDAINED the Whatcom County Code 10.16.890 is hereby amended as outlined in Exhibit A of this ordinance; and

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this ordinance.

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

Approved via email - Chris Quinn (SM) 7/8/20
Senior Deputy Prosecuting Attorney

Satpal Singh Sidhu, County Executive

() Approved () Denied

Date Signed: _____

Exhibit A - Whatcom County Code Amendment

10.16.890 Everson Goshen Road and East Smith Road.

| <u>Road Name</u> | Direction – <u>Stopping</u> | <u>Cross Street</u> |
|---------------------|--------------------------------|---|
| Everson Goshen Road | Southbound | East Smith Road East Hemmi Road |



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-330

| | | | | | |
|---------------|---------------------------|-------------|-----------------------------|---------------|--------------|
| File ID: | AB2020-330 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/28/2020 | Entered by: | SMildner@co.whatcom.wa.us | | |
| Department: | County Executive's Office | File Type: | Special Executive Only Item | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Public hearing to review potential uses of, and application for, a Community Development Block grant CV1 consortium grant for addressing COVID-19 impacts in Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Whatcom County Council on Wednesday, August 5, 2020 at 6:00 p.m., or at a later date (AB2020-330). The purpose of the public hearing is to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from lower income persons residing in Whatcom County. Up to approximately \$500,000 may be available to Whatcom County, to fund CDBG public services and emergency response, or temporary housing facilities that address COVID-19 impacts. All CDBG funded activities must benefit low- and moderate-income persons or meet the CDBG urgent need national objective criteria. An overview of the proposed activities will be available for review at the County Executive office at Suite 108, 311 Grand Avenue, Bellingham by 11:00 am on August 11, 2020.

The Council is currently holding all meetings remotely. View meeting schedules, agendas, minutes, videos, documents and archives at www.whatcom.legistar.com
<<https://nam03.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.whatcom.legistar.com%2F&data=02%7C01%7CSMildner%40co.whatcom.wa.us%7C774bf6da01e447fded0608d833289c3d%7C2122bbce9a1d4565931b0c534ef12e43%7C0%7C0%7C637315596792013743&sdata=GoMsOraEbQWuc%2FPo%2FBjr9S%2BcjZk16VCsNMBZDI5cM8M%3D&reserved=0>> For instructions on how to watch or participate in this meeting, please visit us at www.whatcomcounty.us/joinvirtualcouncil

<https://nam03.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.whatcomcounty.us%2Fjoinvirtualcouncil&data=02%7C01%7CSMildner%40co.whatcom.wa.us%7C774bf6da01e447fded0608d833289c3d%7C2122bbce9a1d4565931b0c534ef12e43%7C0%7C0%7C637315596792023739&sdata=LVxRHId3FE31X7ybWl43WhpntQpvvYmJZ8Imo2j%2FBRM%3D&reserved=0> or contact the Council Office at 360-778-5010.

Comments may also be submitted in writing to the Whatcom County Council until the public hearing has been closed. Access for the hearing impaired and others can be accommodated using Washington Relay Service at 1-800-833-6384 and at the below website:

<https://www.dshs.wa.gov/altsa/odhh/telecommunication-relay-services>

HISTORY OF LEGISLATIVE FILE

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

Attachments: Overview, Public Participation Handout

CARES Act Community Development Block Grant (CDBG-CV) Overview

What are CARES Act CDBG-CV funds? The federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) has allocated supplemental CDBG Coronavirus (CDBG-CV) funds to the state CDBG program at Commerce.

Who will receive CDBG-CV funds from Commerce? The initial \$7.7M CDBG-CV1 allocation is granted to [CDBG nonentitlement city and county governments](#) (cities with less than 50,000 population and not part of a CDBG entitlement urban county CDBG program; and counties with less than 200,000 in population excluding entitlement cities).

The second \$23M CDBG-CV2 allocation is granted to eligible, CDBG entitlement and nonentitlement city and county governments based on COVID-19 factors prioritized by HUD, the state and local governments.

What can CDBG-CV fund? CDBG-CV1 grants fund CDBG public services and local microenterprise assistance programs; and public health, emergency response, or temporary housing facilities that address COVID-19 impacts, and grant administration. All CDBG funded activities must benefit low- and moderate-income (LMI) persons or meet the CDBG urgent need national objective criteria.

How do eligible cities and counties apply for CDBG-CV funds? They submit an application describing proposed uses of funds and how federal requirements are met. The CDBG-CV1 ZoomGrants online application and guidance materials will be available at www.commerce.wa.gov/CDBG after the state submits its CARES Act Action Plan Amendment for HUD approval. CDBG-CV2 planning is just beginning.

What is the maximum grant amount? Grant amounts are in the applicable CDBG-CV Fund Distribution list. In addition, CDBG-CV1 incentive funds are available for nonentitlement city/county consortiums in the following grant options table.

The state is to distribute CARES Act CDBG-CV funds to city and county governments for activities that prevent, prepare for, and respond to the coronavirus.

-U.S. Department of Housing and Urban Development

Agency contact

Kaaren Roe
CDBG SECTION MANAGER

Local Government Division

kaaren.roe@commerce.wa.gov

Phone: 360.725.3018

www.commerce.wa.gov/CDBG

CDBG-CV1 Grant Options Table

| CDBG-CV1 Grant Option | Grantee Recipient | Consortium | Service Area | Entity providing assistance to service area residents, or managing project | Total CDBG-CV1 Award |
|-----------------------|-------------------|------------|-------------------------------|--|---|
| A | City | No | Single city | City grantee or a subrecipient serving city area | Up to \$13 per city LMI population* |
| B | County | No | Single county | County grantee or a subrecipient serving county area | County population formula amount** |
| C | County or City | Yes | 2 or more counties and cities | County or City grantee, or a subrecipient serving the combined areas | Combined county population formula amounts**, PLUS \$13 per city LMI population*, PLUS \$1,000 for each consortium city or county (not including grant recipient) |

* City amount = \$13 per LMI population based on HUD LMI percentage or CDBG approved income survey

** County amount = \$3M distributed based on population (including nonentitlement cities), with a minimum of \$8,000 for counties under 5,000 population

How did Commerce determine how much CDBG-CV1 funds each city and county could apply for and the priority activities? The population-based approach distributes funds equitably across the state, supports local/regional services and assistance programs, builds on local grant administration capacity, allows flexibility to respond to state and local priorities, and targets funds towards activities that benefit persons with low- and moderate-incomes impacted by COVID-19.

How do people or businesses impacted by COVID-19 access the assistance? CDBG-funded services and programs may be offered directly by the local government CDBG recipient, or they may pass the funds to a subrecipient service provider. So contact your local government, [community action program](#), or [associate development organization](#) to learn if CDBG-funded assistance or other resources are available, and the eligibility criteria.

When do the funds begin and end? CDBG-CV funds may reimburse allowable costs incurred by the grantee recipient or subrecipient for approved activities related to COVID-19 beginning March 27, 2020 (CARES Act authorization date). The funds must be expended in a timely manner to address immediate needs. The grantee recipient's CDBG-CV contract will establish the end date, which could extend to June 30, 2022.

Federal Citizen Participation Requirements For Local Government Applicants to the State CDBG Program

Federal Regulations 24 CFR 570.486 (a)

- (a) *Citizen participation requirements of a unit of general local government.* Each unit of general local government shall meet the following requirements as required by the state at Sec. 91.115(e) of this title.
- (1) Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used;
 - (2) Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to the unit of local government's proposed and actual use of CDBG funds;
 - (3) Furnish citizens information, including but not limited to:
 - (i) The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income);
 - (ii) The range of activities that may be undertaken with the CDBG funds;
 - (iii) The estimated amount of the CDBG funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons; and
 - (iv) The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under Sec. 570.488.
 - (4) Provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing proposals in accordance with the procedures developed by the state. Such assistance need not include providing funds to such groups;
 - (5) Provide for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views and responding to proposals and questions. Together the hearings must cover community development and housing needs, development of proposed activities and a review of program performance. The public hearings to cover community development and housing needs must be held before submission of an application to the state. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate;
 - (6) Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of general local government's application to the state. *Substantially changed* means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state.
 - (7) Provide citizens the address, phone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances, within 15 working days where practicable.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-253

| | | | | | |
|----------------------|---------------------------------|----------------------|---------------------------------------|----------------|-----------------|
| File ID: | AB2020-253 | Version: | 1 | Status: | Held in Council |
| File Created: | 06/12/2020 | Entered by: | SBatdorf@co.whatcom.wa.us | | |
| Department: | Parks and Recreation Department | File Type: | Resolution Requiring a Public Hearing | | |
| Assigned to: | Council | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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

TITLE FOR AGENDA ITEM:

Resolution authorizing Whatcom County to enter into a twenty-year communication tower lease agreement with Verizon Wireless for an existing tower site located at the Lookout Mountain Forest Reserve

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The enclosed lease agreement updates the terms and extends the current lease agreement with Verizon Wireless for another twenty years. The current agreement, which expires in 2022, was transferred to Whatcom County in 2014 from the Department of Natural Resources as part of the reconveyance of forest lands on Lookout Mountain.

HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|--------------|-------------------------------|----------|
| 07/07/2020 | Council | INTRODUCED FOR PUBLIC HEARING | Council |
| 07/21/2020 | Council | HELD IN COUNCIL | |
| 07/21/2020 | Council | HELD IN COUNCIL | |

Attachments: Agenda Bill Master Report, Memorandum, Resolution, Communication Tower Lease Agreement, Sheriff's Memo Verizon



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-253

| | | | | | |
|----------------------|---------------------------------|----------------------|---------------------------------------|----------------|-----------------|
| File ID: | AB2020-253 | Version: | 1 | Status: | Held in Council |
| File Created: | 06/12/2020 | Entered by: | SBatdorf@co.whatcom.wa.us | | |
| Department: | Parks and Recreation Department | File Type: | Resolution Requiring a Public Hearing | | |
| Assigned to: | Council | Final Action: | | | |
| Agenda Date: | 08/05/2020 | Enactment #: | | | |

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HISTORY OF LEGISLATIVE FILE

| Date: | Acting Body: | Action: | Sent To: |
|------------|--------------|--|----------|
| 07/07/2020 | Council | INTRODUCED FOR PUBLIC HEARING | Council |
| | | Aye: 6 Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas | |
| | | Nay: 0 | |
| | | Absent: 1 Kershner | |
| 07/21/2020 | Council | HELD IN COUNCIL | |
| | | Aye: 7 Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner | |
| | | Nay: 0 | |
| | | Absent: 0 | |

07/21/2020 Council

HELD IN COUNCIL


Council

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

Attachments: Memorandum, Resolution, Communication Tower Lease Agreement



MEMORANDUM

TO: County Executive Sidhu and Members of the County Council
FROM: Michael McFarlane, Director 
DATE: June 10th, 2020
RE: Verizon Wireless Site Lease at Lookout Mountain Forest Preserve

Enclosed please find a communication tower lease agreement between Verizon Wireless and Whatcom County. This agreement is for an existing Verizon Wireless tower site located at the Lookout Mountain Forest Preserve. The existing lease expires in 2022 and this agreement updates the terms and extends the lease for another twenty years at that time.

These leases were transferred to Whatcom County in 2014 from the Department of Natural Resources as part of the reconveyance of forest lands on Lookout Mountain. The County desired to update and enter into a new lease as opposed to amending the current agreement.

I am recommending approval of the agreement.

PROPOSED BY: PARKS & RECREATION
INTRODUCTION DATE:

RESOLUTION NO. _____

**AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A TWENTY-YEAR
COMMUNICATION TOWER LEASE AGREEMENT WITH CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

WHEREAS, in January 2014, the State of Washington through the Department of Natural Resources conveyed to Whatcom County, land which contained Commercial Communication Tower Lease sites with existing established towers; and

WHEREAS, Whatcom County Code 1.10.410 requires County Council to indicate by resolution whether a real property lease may be awarded by private negotiation with interested parties; and

WHEREAS, Whatcom County Code 1.10.410 authorizes County Council approval of real property leases; and

WHEREAS, the tower lease sites are located on Lookout Mountain and are remote and do not impede or impact public recreation or any other County purpose; and

WHEREAS, the established communication towers are a substantial company expenditure and commitment and long-term leases are necessary in this industry; and

WHEREAS, the prior Department of Natural Resources tower leases were for a period of ten years and will be expiring; and

WHEREAS, Cellco d/b/a Verizon Wireless, owner of one of the towers has requested to extend its communication tower lease for an additional twenty-years; and

WHEREAS, the new communication tower lease contains updated lease provisions from the prior DNR leases, including lease rate increases, an annual three (3) % increase, road maintenance fees and five-year rate reviews; and

WHEREAS, this communication tower lease appears to be in the best interest of the County and the people thereof.

NOW, THEREFORE, BE IT RESOLVED that the communication tower lease with Cellco Partnership d/b/a Verizon Wireless, proposed by Parks & Recreation Department be awarded through private negotiation with interested parties.

BE IT FURTHER RESOLVED that the Council authorizes the County Executive to enter into a twenty-year communication tower lease agreement with Cellco Partnership d/b/a Verizon Wireless for leased space on park property located at the Lookout Mountain Forest Preserve as outlined in the agreement.

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




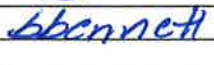

Brandon Waldron, Civil Deputy Prosecutor

Satpal Singh Sidhu, County Executive

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

| | |
|--|--|
| Originating Department: | Parks & Recreation |
| Division/Program: (i.e. Dept. Division and Program) | Administration (8010) |
| Contract or Grant Administrator: | Michael McFarlane |
| Contractor's / Agency Name: | Verizon Wireless |
| 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): _____ Contract Cost Center: _____ | |
| Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form. | |
| If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input 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): \$ 25,251 annually 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: Twenty-year communication tower site lease to Verizon Wireless beginning 4/1/22. Site located at the Lookout Mountain Forest Preserve. Current site lease to Verizon Wireless expires 3/31/22. | |
| Term of Contract: 20-years Expiration Date: 3/31/42 | |

| | | |
|-------------------|---|-----------------|
| Contract Routing: | 1. Prepared by: Michael McFarlane | Date: 4/30/20 |
| | 2. Attorney signoff:  | Date: 5/5/2020 |
| | 3. AS Finance reviewed:  | Date: 5/25/2020 |
| | 4. IT reviewed (if IT related): | Date: |
| | 5. Contractor signed: | Date: |
| | 6. Submitted to Exec.:  | Date: 5-18-2020 |
| | 7. Council approved (if necessary): | Date: |
| | 8. Executive signed: | Date: |
| | 9. Original to Council: | Date: |



COMMUNICATION SITE LAND LEASE

Agreement No. _____

Lessee's Reference No. _____

THIS COMMUNICATION SITE LAND LEASE WITH UTILITIES (**Lease**) is made by and between WHATCOM COUNTY, a political subdivision of the State of Washington, acting by and through its Parks & Recreation Department (**County/Lessor**), and Cellco Partnership d/b/a Verizon Wireless (UBI 602057104) (**Lessee**).

RECITALS

WHEREAS, County (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Communication Site Land Lease dated May 2, 2012 ("**Original Lease**"), pursuant to which the Lessee has an exclusive leasehold interest for the transmission and receipt of wireless communications signals within the Lease Area (as defined herein); and

WHEREAS, Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Lease Area (as defined herein), all as more particularly described therein; and

WHEREAS, Lessee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

WHEREAS, Lessor and Lessee desire to terminate the Original Lease as of the Commencement Date (as defined herein in Section 4.01) of this Lease and thereafter this Lease shall control, and the Original Lease shall be of no further force and effect. Notwithstanding anything to the contrary contained herein, the terms of the Original Lease shall remain in full force and effect up until the Commencement Date (as defined herein in Section 4.01) of this Lease.

SECTION 1 – DEFINITIONS

Whatcom County Parks
Verizon Communication
Tower Lease Agreement No.
410192 / 103042

Page 1 of ⁵¹~~50~~

1.01 “Agreement Number.” County’s identification number assigned to this Lease.

1.02 “Anniversary Date.” The annual date established by the Rent Commencement Date and on which Rent is due.

1.03 “Communication Site Area.” That area labeled as “Communication Site Area” on the Survey and Site Plan (both defined below), which includes, but is not limited to, the Facility Use Area, dedicated parking areas and Access, as applicable.

1.04 “Communication Site Facilities.” Towers, structural tower base(s), one or more buildings, generator(s), and fuel storage tank(s) and other Improvements as described and pre-approved in the Lessee’s original Survey and Site Plan.

1.05 “Commencement Date.” The mutually agreed upon date on which the Lease is effective.

1.06 “County Owned Improvements.” Improvements made or owned by County as shown on the Site Plan.

1.07 “Emergency.” An event posing an imminent threat of bodily injury, property damage, or critical equipment failure.

1.08 “Electronic Interference.” Harmful transmission of radio wave frequencies that disrupt transmission and receipt of radio waves and includes interference as defined by the Federal Communications Commission (FCC).

1.09 “Equipment.” All electronic equipment placed on and within the Improvements located on the Facility Use Area. This includes, but is not limited to, antennas, equipment cabinets, Radio Units (defined below) and backup power batteries. Equipment is personal property and shall at no time be deemed a fixture to the real property on which it is located.

1.10 “Facility Use Area.” That certain area of the Communication Site Area identified on the original Survey and Site Plan.

1.11 “Government Approval.” All necessary federal, state, and local licenses, permits, and approvals.

1.12 “Hazardous Substance(s).” Any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations; and any hazardous substance under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations; and any hazardous substance or hazardous waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled, or partially filled with any substance; asbestos;

Whatcom County Parks
Verizon Communication
Tower Lease Agreement No.
410192 / 103042

Page 2 of 51
~~50~~

urea formaldehyde foam insulation; PCBs; and any other substance, waste, material, or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or other local governmental statute, regulation, ordinance, or resolution as these laws are amended from time to time.

1.13 “Improvements,” consistent with RCW 79.02.010(8), are additions within, upon, or attached to Lease Area (defined below). This includes, but is not limited to, fill, structures, concrete pads, towers, shelters, utilities, generators, fuel storage tanks and fixtures. Improvements also include additional rock, earth, or ballast placed on Lease Area. Improvements include any construction, alteration, or addition to pre-existing Improvements. Improvements do not include Equipment.

1.14 “Interference Notice.” Written notification by Lessee to County of Electronic Interference on the Communication Site Area potentially arising from County-managed lands; and written notification by County to Lessee regarding Electronic Interference on County-managed lands potentially arising from Communication Site Area.

1.15 “Lease Area.” That area described on the Survey inclusive of Communication Site Area, Utility Area, and Road Access Area.

1.16 “Lessee.” Party holding a possessory interest in real or personal property under this lease.

1.17 “Lessee-Owned Improvements.” Are Improvements authorized by County, located within the Lease Area, and (1) made by Lessee, or (2) acquired by Lessee from County, a prior tenant or a Permittee.

1.18 “Party(ies).” County and Lessee may jointly be referred to herein as the “Parties” or individually, a “Party.”

1.19 “Permittees.” Lessee’s employees, agents, contractors, sublessees, subcontractors, licensees, invitees, and assigns.

1.20 “Personal Property.” Items that can be removed from Lease Area and Improvements without (a) injury to Lease Area or Improvements or (b) diminishing the value or utility of Lease Area or Improvements.

1.21 “Physical Interference.” Natural or man-made objects that cause physical obstruction to Lessee’s use of Communication Site Area.

1.22 “Radio Unit.” A radio transmitter and/or receiver.

1.23 "Road Access Area." That certain area of the County's Land identified on the Survey and Site Plan.

1.24 "Site Plan." That certain site plan named _____ dated _____ on file with Whatcom County, under the Agreement Number for this Lease.

1.25 "Survey." The certain Record of Survey filed in Whatcom County on _____ under Auditor's File Number _____.

1.26 "County Land." The larger parcel of real property owned by County in which the Lease Area is a part of.

1.27 "Termination Date." The date this Lease expires, is cancelled, or terminated.

1.28 "Unauthorized Improvements." Improvements made on Lease Area without County's prior consent or Improvements made by Lessee that do not conform to the original Survey and Site Plan or this Lease.

1.29 "Utility Area." That certain area of the County Land identified on the Survey and Site Plan.

1.30 "Work." Construction, reconstruction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements or roads.

SECTION 2 - CONVEYANCES

2.01 Conveyances.

- (1) **Communication Site Area.** County hereby grants to Lessee an exclusive leasehold interest in the Communication Site Area generally described as and depicted in attached Exhibit A (Depiction of Communication site Area and Utility Area), and located within attached Exhibit D (Legal Description of County Land), and as depicted in the Survey and Site Plan referenced in this Lease. An exclusive leasehold is not granted to any other County owned property, which includes but is not limited to, common parking areas, non-exclusive utility services or areas, other tower sites, or as described in (2) and (3) below.
- (2) **Utility Area.** County hereby grants to Lessee a non-exclusive right to use the Utility Area.

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- (3) **Road Access Area.** County hereby grants to Lessee a non-exclusive right to use the Road Access Area.

2.02 Access to Lease Area. Access to Lease Area includes a nonexclusive right to use an existing road over and across the location shown on the map marked attached as "Exhibit C". Such access shall be provided twenty-four (24) hours per day, seven (7) days per week, unless access is closed due to damage or acts of nature which renders access unavailable until repaired. Access by Lessee and permittees shall be for business purposes only.

2.03 Memorandum of Lease. At Lessee's expense and no later than sixty (60) days after receiving the fully executed Lease, Lessee shall record a short form of this Lease, in a form substantially similar to the Memorandum of Lease attached as Exhibit E and attachment E-1 with the Whatcom County Auditor's Office. Lessee shall provide County with a copy of the recorded Memorandum of Lease. If Lessee fails to record the Memorandum of Lease, County may record it and Lessee shall reimburse the costs of recording within sixty (60) days of County's demand.

2.04 Reservations by County.

- (1) County reserves for itself, its successors, and assigns, the right at all times for any purpose to cross and re-cross Lease Area at any place or grade; to grant easements and licenses over Lease Area; to sell, lease, or otherwise dispose of minerals, coal, oil, timber, gas, or other valuable materials from Lease Area insofar as such uses do not unreasonably interfere with Lessee's rights.
- (2) County and its agents may enter Lease Area and any structural Improvements thereon at all reasonable times for the purpose of inspecting the installations, or equipment, provided that, except in case of an emergency, County shall provide Lessee with at least ten (10) business days prior written notice prior to inspecting the Facilities Area to enable Lessee to arrange to accompany County. This clause shall not be construed to impose a duty to inspect.

2.05 Permittees. Conduct of Permittees will be deemed the conduct of Lessee.

2.06 Third-Party Interests. This Lease is subject to all valid interests of third parties noted in the records of Whatcom County and on file with the Whatcom County Parks & Recreation Department, Whatcom County Washington as of the Commencement Date. It is understood and agreed by the Parties that the Lessee's Communication Site Area is immediately adjacent to two (2) other communication towers that also lease county property and also utilize the access road

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as is roughly depicted and described in Exhibit C. This Lease is not intended to alter, adversely impact, or restrict the County in its current and future use of its property.

2.07 Public Use. County is not responsible for public use that may impact Lease Area.

2.08 Lessee Warranties. Lessee warrants that the Survey and Site Plan are true and accurate descriptions of Lease Area and Improvements. County reserves the right to retroactively adjust Rent (as defined below) if at any time during the Term (as defined below) of the Lease, County discovers a discrepancy between Lease Area description and the area actually used by Lessee.

2.09 Inspection. Except as otherwise provided in this Lease, County makes no representation regarding the condition of Lease Area, Improvements located on Lease Area, the suitability of Lease Area for Lessee's intended use, compliance with governmental laws and regulations, availability of utility rights, or access to Lease Area. Except as otherwise provided in this Lease, Lessee accepts Lease Area "AS IS."

2.10 County Warranties. County makes no warranty of quiet enjoyment of Lease Area.

2.11 Existing Structures. All existing structures or improvements located on the Facility Site Area (as defined herein) as of the Commencement Date belong to Lessee or Permittees except as set forth below:

None

SECTION 3 - PURPOSE

3.01 Lease. Lessee shall have the right to use the Communication Site Area for the transmission and receipt of wireless communications signals. Lessee's permitted use includes constructing, installing, repairing, maintaining, upgrading, updating, removing, securing, and operating Equipment and Improvements as described and approved in the original Survey and Site Plan or the current configuration of Lessee's equipment and improvements as of the Commencement Date of this Lease, including Exhibits A and B.

3.02 Utilities. Lessee shall be permitted to use the Utility Area and Communication Site Area for installation, maintenance, repair, and use of underground and existing overhead power cables and conduits for underground power and fiber, as identified in the Site Plan and Exhibits A and B. In the event that utilities or fiber are necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) and cannot be located within the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing

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the location of utilities or fiber on other real property owned by Lessor, so long as there are no additional costs to Lessor and County property is not unduly burdened or diminished in value.

3.03 Road Access. Lessee shall be permitted to use the Road Access Area for access to and from the Communication Site Area and Utility Area for purposes of this Lease.

3.04 Extent of Use. Notwithstanding the restrictions on assignment of this Lease, Lessee has the right, at its sole discretion, to sublease, or otherwise enter into occupancy and use arrangements of Lease Area and share access rights granted under this Lease with Permittees, subject to the terms of this Lease.

Lessee may, at Lessee's sole expense, use any and all appropriate means of restricting access to the Communications Site Area, including construction of a fence around the Communications Site Area.

3.05 Maintenance. Lessee shall maintain Lease Area, excluding the Road Access Area, in a reasonable and safe condition throughout the Term, reasonable wear and damage from casualty or natural disaster excepted.

3.06 Restrictions. Lessee shall not cause or permit:

- (1) Damage to land or natural resources.
- (2) Removal of valuable materials as defined under RCW 79.02.010(15), minerals, coal, oil, or gas without the prior written consent of State.
- (3) Accumulation of debris or refuse;
- (4) Raising effective radiated power (ERP) within the Facility Use Area beyond that authorized by the FCC.

3.07 Compliance with Laws. Lessee shall comply with all applicable laws and regulations affecting its use of the County Land and assume at Lessee's sole expense, any costs of such compliance including any fines or penalties. Lessee shall obtain all federal, state, and local permits and licenses necessary to operate under this Lease.

3.08 Liens and Encumbrances. Unless expressly authorized by County in writing, Lessee shall keep Lease Area free and clear of liens or encumbrances arising from Lessee's use or occupancy of Lease Area. Notwithstanding the foregoing, Lessee may grant such encumbrances

of any improvements, personal property or fixtures owned by Lessee which are located within the Lease Area without the consent of Lessor so long as the County's lease interest or property is not impaired, restricted or encumbered.

SECTION 4 - TERM

4.01 Term. The Lease shall commence on April 1st, 2022 (the "**Commencement Date**") and continue until a period of twenty (20) years (the "**Term**") until March 31st, 2042 (the "**Termination Date**"), unless adjusted under the terms of this Lease. Use of the Road Access Area and the Utility Area shall terminate upon expiration or termination of the Lease, except for as necessary to remove any Equipment and Improvements required under this Lease from Lease Area in accordance with the terms of Condition at End of Term (as described in Section 4.05). The "Rent Commencement Date" shall be April 1, 2022.

4.02 Lease Extension.

- (1) County may allow Lessee to continue to hold the Lease Area for a period not exceeding one (1) year after the Termination Date of this Lease, if the Lease Area is not otherwise going to be utilized by County. Upon expiration of the one (1) year holdover period, County may issue a temporary permit to Lessee if County has not yet determined the disposition of the Lease Area for other County purposes. The temporary permit shall not extend beyond a five (5) year period.
- (2) Failure to Vacate. If County notifies Lessee to vacate Lease Area and Lessee fails to do so within the time set forth in Section 4.05, Lessee will be a trespasser and shall owe County all amounts due under RCW 79.02.300 or other applicable law.

4.03 Late Possession. If, for any reason whatsoever, County cannot deliver possession of Lease Area to Lessee on the Commencement Date, this Lease will not be void or voidable, nor will County be liable to Lessee for loss or damage resulting from the delay in delivery of possession. In such event, the Parties may renegotiate the affected terms of the Lease.

4.04 Lessee's Right to Terminate Agreement. Lessee may terminate this Lease at any time conditioned upon one hundred eighty (180) days' advance notice to County, which notice shall be "Surrender of Leasehold" as depicted in attached Exhibit F or in a form acceptable to County, provided Lessee has no outstanding Rent (as defined below) or other charges due to County, and has removed all Equipment and Improvements required to be removed under this Lease from Lease Area in accordance with the terms of Condition at End of Term (as described in Section 4.05).

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4.05 Condition at End of Term. Within Ninety (90) days following the Termination Date (the “**Removal Date**”), Lessee shall surrender Lease Area to County in the same or better condition as on the Commencement Date, reasonable wear and damage from casualty or natural disaster excepted. County may require that Lessee provide a Phase I - environmental site assessment or equivalent to identify any environmental contamination.

4.06 End of Term. Disposition of Equipment and Lessee-Owned Improvements shall be in accordance with the following terms and conditions, and as provided in RCW 79.13.050.

- (1) By the Removal Date, all Equipment and Improvements, including impervious surfaces, constructed or installed by or at the direction of Lessee and Permittees shall be removed from the Lease Area, except as otherwise provided in this Lease or as the Parties otherwise agree in writing.
- (2) For any Lessee’s or Permittees’ Equipment and/or Improvements left on the Lease Area after the Removal Date, County shall have the right, at its option, to (i) deem any or all of such Equipment and/or Improvements abandoned and take ownership thereof; or (ii) remove, sell or dispose of such Equipment and/or Improvements as County sees fit, in accordance with all applicable laws.
- (3) If County chooses to remove any or all of the Equipment or Improvements from the Lease Area as permitted herein, Lessee shall reimburse County for the reasonable direct costs County incurs therefor; provided County completes the removal work and provides Lessee an invoice for such costs within eighteen (18) months after the Removal Date.
- (4) Notwithstanding anything in this Lease or under applicable laws to the contrary, Lessee and Permittees shall retain ownership of their Equipment and Improvements if the Term of this Lease is extended by mutual written agreement of the Parties, if Lessee holds over in accordance with the terms of Section 4.02, Lease Extension, or if Lessee re-leases the Lease Area under a new lease with the County.
- (5) Notwithstanding anything to the contrary contained in this Lease, County hereby waives Lessee’s obligation to remove the following Improvements, without need for any additional consent or documentation thereof: fill, additional rock, earth or ballast, and all foundations and utility conduits more than eighteen inches (18”) below surface-level; provided that such Improvements are left in a condition that

is deemed to be safe to health and the human environment, which shall include removal of all power cables from such underground utility conduit.

4.07 Disposition of Personal Property.

- (1) Lessee retains ownership of Personal Property, unless Lessee and County agree otherwise in writing.
- (2) Lessee shall remove Personal Property from Lease Area by the Removal Date.

County may sell or dispose of all Personal Property left on Lease Area after the Removal Date. Lessee shall pay for the cost of removal and disposal.

SECTION 5 – PAYMENT

5.01 Rent. Annual Rent is as set forth in Exhibit G, Rent Calculation. Annual Rent is due and payable prior to the Anniversary Date of each year after the Rent Commencement Date, and on or before the same date every year thereafter until the Termination Date.

- (1) **Rent.** Beginning on the Rent Commencement Date, until adjusted or revalued as set forth below, Lessee shall pay the County a base rent of **Twenty Four Thousand One Hundred Ninety and 80/100 Dollars (\$24,190.80)** annually for use of Lease Area identified as the **“Facility Site Area”** (the **“Rent”**) as detailed in Exhibit G (Rent Calculation).
- (2) **Rent Commencement Date.** The **“Rent Commencement Date”** shall mean the April 1st, 2022. The first such payment of Rent will be made within thirty (30) days of the Rent Commencement Date, and on or prior to each successive Anniversary Date annually thereafter.
- (3) **Road Use Fee.** Beginning on the Rent Commencement Date, Lessee shall pay a required road use fee (**“Road Use Fee”**) of **One Thousand Sixty and 90/100 Dollars (\$1,060.90)** for the first year of this Lease. Subsequent annual Road Use Fees shall be due and payable with the Rent for the remaining Term of this Lease, subject to adjustment as set forth in Annual Rent Adjustment as described below. In addition to the Annual Rent Adjustment described below, Lessee’s Road Use Fee will increase by **Two Hundred Fifty and 00/100 Dollars (\$250.00)** for each Additional Facility User (as defined below) of the Lease Area that locates its Equipment on the Lease Area after the Commencement Date, to be paid with

Lessee's annual Road Use Fee in the year the Additional Facility User (as defined below) first locates its Equipment on the Lease Area.

- (4) **Leasehold Excise Tax.** Lessee shall pay to County the leasehold excise tax as set forth in RCW Chapter 82.29A, or as may be amended. Leasehold tax shall be due and payable with the Rent. However, Lessee may be assessed leasehold excise tax directly from the Washington State Department of Revenue. In this instance, Lessee must submit to County a written request, with supporting documentation from the Washington State Department of Revenue, to terminate or cease leasehold excise tax billing by the County.
- (5) **Additional Facility User Fee.** Subject to the other applicable terms, provisions, and conditions of this Section:
- (a) Lessee shall pay County an amount equal to **Three Thousand and No/100 Dollars (\$3,000.00)** per year for each sublease, license or other collocation agreement for the use of any portion of the Lease Area entered into by and between Lessee or American Tower and a third party (any such party, the "**Additional Facility User**") subsequent to the Commencement Date (such amount, the "**Facility User Fee**"). The Facility User Fee shall not be subject to the escalations to Rent as in this Lease.
 - (b) The initial payment of the Facility User Fee shall be due within thirty (30) days of actual receipt by Lessee or American Tower of the first collocation payment paid by a Facility User. In the event a sublease or license with a Facility User expires or terminates, Lessee's obligation to pay the Facility User Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination.
 - (c) County hereby acknowledges and agrees that Lessee and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the tower installed on the Lease Area, all on such terms as Lessee and/or American Tower deem advisable, in Lessee's and/or American Tower's sole and absolute discretion.
 - (d) Notwithstanding anything to the contrary contained herein, County hereby acknowledges and agrees that Lessee shall have no obligation to pay and

shall not pay to County any Facility User Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Lessee (or American Tower), or Lessee's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Commencement Date (any such agreements, the "**Existing Agreements**").

- (6) **Refunds.** County shall not refund any monies paid in Rent between the last Anniversary Date and Termination Date unless agreed in overpayment or excess of what was due in Rent.
- (7) **Annual Rent Adjustment.** County shall increase the Rent by three percent (3%) for the Facility Site Area, Communication Site Area, Tower Facility User and Road Use charges on every Anniversary Date for all years except for those years in which County revalues the Rent under this Section.
- (8) **Change in Use.**
 - (a) Any adjustment to Lessee's Road Use Fee as a result of a change of use will be based on County's reasonable estimate of Lessee's and Permittees' use of the Road Access Area.
 - (b) If Lessee fails to notify County of any Additional User, County shall charge the value of the change in use from the date of the change in use. Should the date of use change be indeterminable, County shall charge no less than one (1) year's Rent and interest on such past due Rent in accordance with the terms of Section Interest Penalty for Past-Due Rent and Other Sums Owed.

5.02 Rent Revaluation, Fifth-Year and Subsequent Revaluations. At the end of the first (5) year period and at the end of any subsequent five (5) year period, County shall revalue the Rent (Adjustment Date). County shall provide notice of this revaluation to Lessee in writing no later than sixty (60) calendar days before the Anniversary Date. Rent will be revalued as follows:

- (1) The Facility Site Area, Equipment Use and Road Use Fee will be revalued based on the cumulative percent change in the "Consumer Price Index, All Urban Consumers, US City Average," (**CPI**) for "all items" since the Commencement Date or last time of Rent revaluation. In the event the CPI ceases to be published, County may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

- (2) Independent Appraisal. If Lessee does not agree with County's revaluation, Lessee may submit to County an appraisal of market rent performed by an independent and licensed appraiser at Lessee's expense for County's consideration. Lessee must submit such appraisals to County within thirty (30) calendar days of Lessee's receipt of notification of the adjusted rent, or County's determination of market rent is final with no right of appeal with rent due as set forth in County's initial notice. If Lessee timely submits an appraisal, County shall notify Lessee in writing whether County accepts or rejects Lessee's appraisal of market rent. Lessee shall pay the adjusted Rent within ten (10) business days of receipt of notice of whether Lessee's appraisal is accepted or rejected.
- (3) Parties may agree to a continuation of three percent (3%) per year, as provided in Annual Rent Adjustment.
- (4) Road Use Fee. County will evaluate road maintenance and replacement costs associated with prorated use of road by Lessee and Lessee's Permittees at Rent Revaluation dates.

Failure on the part of County to establish a new annual Rent by the Adjustment Date shall not preclude County from doing so thereafter, and the adjusted rent shall be retroactive to the Adjustment Date

5.03 Non-Rent Payments.

- (1) **Taxes.** Lessee shall pay all real and personal taxes imposed on Communication Site Area that result from any changes or improvements Lessee makes to the Improvements located thereon during the Term of this Lease.
- (2) **Assessments.** Lessee shall pay its pro rata share of assessments charged against Lease Area (excluding the Road Access Area.) Lessee shall pay the assessment within thirty (30) days of receipt of written notice from County.
- (3) **Removal of Valuable Materials.** Prior to any removal of County trees or vegetation, including those causing Physical Interference, Lessee shall notify County in writing and obtain County's approval. County's approval shall be conditioned on payment for the market value of any valuable materials removed and compliance with County's regulatory requirements, however such approval shall not otherwise be unreasonably withheld or conditioned.

- (4) **Electrical Power, Fiber and Other Utilities.** Lessee shall provide for the provision of all electrical power, telephone, fiber or any other necessary utilities to, at, and for Communication Site Area. Lessee shall pay for all electric power fiber and other utility charges or expenses incurred arising from Lessee's use of Communication Site Area.

5.04 Place of Payment. All payments shall be made payable to Whatcom County Parks & Recreation Department, accompanied by a reference to the Agreement Number and paid to County's remittance address shown in the Notice Section of this Lease. Lessee shall not combine payment for this Lease with payment for any other lease with County, unless Lessee includes an itemized statement with the payment specifying the amount attributable to each lease's Agreement Number.

5.05 Non-Waiver. Acceptance of any other payment after the date it is due shall not be deemed a waiver regarding the obligations to make future payments on time.

5.06 Failure to Pay. Failure to pay any monies due under this Lease beyond the applicable cure period as provided in Section 14.02 constitutes a material breach. County may seek all remedies available. If Lessee fails to pay amounts due under this Lease, County may pay the amount due and recover its cost in accordance with this Lease.

5.07 Late Charge. If County does not receive full Rent payment within fifteen (15) business days of the date due and Lessee has received notice of such, Lessee shall pay to County a late charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00), to defray the overhead expenses of County incident to the delay. This amount may be increased at Rent Re-valuation to reflect increased overhead costs, which shall be no more than the CPI increase.

5.08 Interest Penalty for Past-Due Rent and Other Sums Owed.

- (1) Interest on all past-due sums shall be charged at the rate of one percent (1%) per month, calculated from the due date, until paid. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (2) If County pays or advances any amounts for or on behalf of Lessee, after first giving Lessee at least thirty (30) days' notice and opportunity to pay such amounts, Lessee shall reimburse County for the amount paid or advanced within thirty (30) days of receipt of an invoice therefore, together with reasonably supporting documentation for the amounts paid or advanced. If Lessee fails to

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reimburse the County timely, as provided herein, such paid or advanced amounts shall be subject to the interest provided for in (1) above.

5.09 Referral to Collection Agency and Collection Agency Fees. If County does not receive full payment within thirty (30) days of the due date and upon Lessee's receipt of notice of such, County may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Lessee shall pay collection agency fees in addition to the unpaid amount.

5.10 No Accord and Satisfaction. County may accept payment in any amount without prejudice to County's right to recover the balance of the Rent or pursue any other right or remedy.

5.11 No Counterclaim, Setoff, or Abatement of Rent. Lessee shall pay Rent and all other sums without County providing prior notice or demand. Lessee's payment is not subject to counterclaim, setoff, deduction, defense, or abatement.

SECTION 6 – IMPROVEMENTS AND EQUIPMENT

6.01 New Improvements. Lessee shall obtain prior written approval from County for any Improvements that will be added to Communication Site Area thirty (30) days prior to installation or removal. Such approval shall not be unreasonably withheld, conditioned or delayed.

6.02 New Equipment. Lessee shall notify County of any Equipment that will be added to Communication Site Area thirty (30) days prior to installation of Equipment by submitting a revised site plan for County review.

6.03 Equipment Identification. All equipment at the Facilities Area shall be identified with a FCC and/or National Telecommunications and Information Administration (NTIA) issued license. If the equipment is unlicensed the equipment shall be labeled with transmit and receive frequencies.

6.04 Non-Ionizing Electromagnetic Radiation (NIER). Lessee shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

6.05 County's Repairs. County shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about Lease Area, or any part thereof, during the Term.

6.06 Plan of Operations. Except in the case of Emergency, thirty (30) days prior to any Work by Lessee, Lessee shall meet with County to develop a written Plan of Operations ("**Plan of Operations**"). Noncompliance with these requirements shall constitute a breach of this Lease and may result in County suspending operations until the breach is remedied.

Lessee shall conduct all Work pursuant to a written Plan of Operations approved in advance by County, which consent shall not be unreasonably withheld. The Plan of Operations shall be consistent with the Survey, and Site Plan. Any change in approved operations shall require a written change in the Plan of Operations and must be approved in advance by the County.

The Plan of Operations shall be consistent with and not interfere with rights of third parties affecting Lease Area, which arose prior to the Original Lease and must comply with all applicable federal, state, county, and other local regulations. The Plan of Operations shall address any activity deemed relevant by County, which shall be at County's sole discretion,

County may deny consent or impose additional conditions reasonably intended to protect and preserve Lease Area, including if Work is for removal of Improvements at the end of the Term.

6.07 Work.

- (1) Modifications to Work may result in County, at its sole discretion, requiring an updated Site Plan.
- (2) At the end of the Term of this Lease, County may waive removal of some or all Lessee-Owned Improvements.
- (3) Prior to Work, Lessee will employ a utility locator service, at no cost to County, to check Communication Site Area for buried utilities.
- (4) Before completing Work, Lessee shall remove all debris and restore Lease Area to an orderly and safe condition. If Work is intended for removal of Improvements at the Termination Date, Lessee shall restore Lease Area in accordance with this Lease.
- (5) Emergency Work. All of Lessee's Work necessitated by an Emergency shall be governed by the terms of this Lease; provided Lessee need not obtain County's

consent prior to commencing such necessary Work, but shall give County notice thereof as soon as is reasonably possible thereafter.

- (6) **Electrical Power.** Electrical power provided to Lease Area by Lessee shall be installed in accordance with all applicable legal requirements and industry standards. Initial installation and any subsequent expansion of the capacity of the power provided to Lease Area shall be subject to County's prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
- (7) County may impose additional conditions reasonably intended to protect and preserve Lease Area if the Work is for removal of Improvements at the end of the Term of this Lease.

6.08 Minor Modifications Authorized. Lessee may make minor modifications or alterations to Lease Area and Lessee-Owned Improvements as it deems necessary, in its sole discretion, to accommodate use of Lease Area, subject to Lessee obtaining all necessary permits and approvals from applicable authorities for any such minor modifications. County acknowledges that Lessee need not obtain County's consent before making minor modifications to the Lease Area and Lessee-Owned Improvements. Examples of minor modifications would be the maintenance, the addition, repair and removal of any Equipment (excluding antennas and dishes) located on Lessee's towers or within Lessee's buildings, and cable tray modifications, security systems and other similar work located solely within the Facility Use Area. Nothing herein shall permit Lessee to expand Lease Area.

6.09 Government Approvals. Prior to performing any installation or construction work within Lease Area, Lessee shall secure all necessary Government Approvals at its sole expense. County agrees to complete County's portion of the Government Approvals.

6.10 Third-Party Use. Upon County's request, Lessee shall allow third parties to access utility service to install new and maintain existing service and may reasonably condition such consent. Third parties shall own and have responsibility for the new utilities, unless owned by a utility provider.

6.11 Emergency Action.

- (1) **Fire.** If Lessee has actual knowledge of a wildfire occurring on or near Lease Area, Lessee shall immediately report such fire to emergency response authorities by calling 911 and to State, by calling (800) 562-6016 and shall make its on-site

equipment available to help suppress or contain the fire. Lessee is authorized, but not required, to take action reasonably necessary to protect persons and property.

- (2) **Non-Fire Emergencies.** In the event of an emergency (other than fire) requiring immediate action to protect person or property other than fire, Lessee may take reasonable corrective action without prior notice to County. Lessee shall notify County the same business day for non-fire emergencies occurring on a business day and the next available business day for non-fire emergencies occurring after hours, weekends, and holidays. Lessee shall notify the Whatcom County Parks & Recreation Department at (360) 778-5850, and in writing, within five (5) business days after the emergency occurs, to the address indicated in this Lease, of any corrective action taken.

SECTION 7 - INTERFERENCE

7.01 Lessee Electronic Interference. County hereby acknowledge and agree that as of the latter signature date of this Lease, Lessor has no knowledge of interference by Lessee. Lessee warrants that its use of Communication Site Area now and in the future will not cause Electronic Interference. Upon receipt of an Interference Notice from County, Lessee shall immediately take remedial action to eliminate interference caused by Lessee's operations in violation of the terms of this Section.

Lessee shall take all measures necessary to eliminate the interference within forty-eight (48) hours after receipt of the Interference Notice. Lessee shall notify County within twenty-four (24) hours of resolving Electronic Interference.

7.02 County's Electronic Interference. County will provide no Electronic Interference protection during the Term of this Lease. County shall not be responsible for enforcing the FCC's rules, regulations, and licenses, and makes no warranty of electronic noninterference during the Term of this Lease

7.03 County's Physical Interference. County is not responsible for Physical Interference on County-owned lands.

7.04 Cooperation. Upon receipt of an Interference Notice by the other party, County and Lessee shall reasonably cooperate to resolve Electronic Interference or to identify resolutions to Physical Interference.

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SECTION 8 - ACCESS ROADS AND ROAD MAINTENANCE

8.01 Road Repair. Lessee shall repair, or cause to be repaired, at its sole cost and expense that damage to the Road Access Area that is caused through the operations of Lessee, including Permittees, which is in excess of that which they would cause through normal and prudent usage of said Road Access Area. Lessee shall notify County within five (5) business days of any damage to the road caused by Lessee and Permittees. Upon notification by County of Lessee-caused damage, Lessee shall provide County with a plan for the repairs within fifteen (15) days.

8.02 Road Maintenance and Repair.

- (1) County shall be responsible for road maintenance of the Road Access Area except as otherwise provided herein. Road maintenance is defined as work normally necessary to preserve and keep the roads in their present condition or as hereafter improved.
- (2) In the event of a catastrophe, or the need for extraordinary road maintenance or repair, Lessee shall pay its pro rata share of the cost incurred in maintaining, repairing, or resurfacing said road or portion thereof, as determined by County; provided that Lessee's pro rata share of such costs shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) without Lessee's prior written consent ("**Max Fee**").
- (3) In the event Lessee's pro rata share of the costs exceeds the Max Fee and Lessee does not waive the Max Fee limitation, County reserves the right to not repair the road, and in such case County shall not guarantee or warrant Lessee's access to Lease Area. Lessee assumes all risk of loss associated with accessing Lease Area.

SECTION 9 - SPECIAL REQUIREMENTS

9.01 Fire. Lessee shall comply with all laws and regulations pertaining to fire protection and suppression and take reasonable care to prevent wildfires from igniting on or spreading onto Lease Area. Measures shall include ensuring all vehicles carry a fire extinguisher of at least a 5 B/C rating and a serviceable shovel and complying with all requirements of the Forest Protection Act (Chapter 76.04 RCW) and its implementing regulations (Chapter 332-24 WAC).

In addition to any liability for negligence, Lessee shall reimburse County for all damages (including loss or damage of timber, and fire suppression costs) resulting from wildfires caused by Lessee or Lessee's Permittees, even if not attributable to negligence by Lessee or its Permittees; provided, however, Lessee shall not be liable for such damages and costs resulting from acts of nature or acts beyond the control of Lessee and its Permittees.

9.02 Hazardous Substances.

- (1) Prohibited Activities. Lessee shall not keep on or about Lease Area any Hazardous Substance unless both of the following applies:
 - (a) The Hazardous Substance is necessary to carry out Lessee's Permitted Use under this Lease; and
 - (b) Lessee fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended pertaining to the use, presence, transportation, or generation of Hazardous Substances.
- (2) Lessee shall immediately assume responsibility for a Hazardous Substance release (spill) caused by Lessee on or adjoining Lease Area. Responsibility includes, but is not limited to the following:
 - (a) Immediately notify all necessary emergency response agencies, as required under federal, state, and local laws, regulations, or policies.
 - (b) Follow emergency response agency notifications and notify County of all spill releases, and Lessee actions completed for spill reporting, and Lessee's actions planned or completed toward spill cleanup as provided in this Lease for Non-Fire Emergencies. At Lessee's sole expense, conduct all actions necessary to mitigate the spill release.
 - (c) Other than performing initial emergency response cleanup and containment actions, obtain approvals in advance of all site cleanup actions (e.g., site characterization investigations, feasibility studies, site cleanup and confirmation sampling, and groundwater monitoring) conducted on Lease Area and County Land, in coordination with regulatory agencies and County.

- (d) Be familiar with all necessary Hazardous Substance spill release notification and response mitigation requirements in advance of conducting Lessee operations on Lease Area.
- (3) Lessee shall immediately notify County of any of the following:
 - (a) All failures to comply with any federal, state, or local law, regulation, or ordinance, as now enacted or as subsequently enacted or amended with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
 - (b) All inspections of Lease Area by, or any correspondence, orders, citations, or notifications from, any regulatory entity concerning Hazardous Substances affecting Lease Area;
 - (c) All regulatory orders or fines, or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area;
 - (d) On request, Lessee shall provide copies to County of any and all correspondence, pleadings, and/or reports received by or required of Lessee or issued or written by Lessee or on Lessee's behalf with respect to the use, presence, transportation, or generation of Hazardous Substances in, on, about, or adjacent to Lease Area.
- (4) Indemnity. Lessee shall be fully and completely liable to County, and, to the extent permitted by law, shall indemnify, defend, and save harmless County and its employees, officers, and agents from any and all damages, costs, fees (including attorneys' fees and costs), penalties, and oversight costs arising from Lessee's use, disposal, transportation, generation, and/or sale of Hazardous Substances or that of Lessee's Permittees and for any breach of this Section.
- (5) Notwithstanding the foregoing or any other provision in this Agreement, Lessee shall not be liable or responsible for any environmental condition, including the release of Hazardous Substances, that existed before the execution of the Original Lease, or that otherwise does not result from the activities of Lessee.

9.03 Weed Control. Lessee shall control weeds and vegetation on Lease Area. Weed control shall be approved in writing by County prior to beginning such activities.

9.04 Habitat Conservation Plan (HCP). Lease Area is located within an area that is subject to State's 1997 Habitat Conservation Plan (Habitat Conservation Plan) adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (Incidental Take Permit No. PRT-81251 and Permit No. 1168 shall be collectively referred to as ITP). As long as the Habitat Conservation Plan remains in effect, Lessee and Lessee's Permittees shall comply with the terms and conditions set forth in Exhibit H while operating on Lease Area.

9.05 Snow Plowing. Snow plowing shall be permitted only upon County's written consent, which shall not be unreasonably withheld, conditioned, or delayed.

SECTION 10 – ASSIGNMENT

10.01 Assignment. Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee's leasehold estate and any Lessee-Owned Improvements, and may make a conditional assignment of this Lease and the Lessee-Owned Improvements to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "**Secured Parties**").

- (1) Lessee shall have the right to license, sublease or assign its rights under this Lease, without the consent of Lessor, upon any of the following conditions:
 - (a) any conditional assignment of this Lease to a Secured Party as described in Section (10.1) above;
 - (b) any license or sublease of a portion of the Communication Site Area and the Tower Facilities in the ordinary course of Lessee's business;
 - (c) an assignment or sublease to an affiliate entity of Lessee; or
 - (d) an assignment to an entity in the business of developing or owning telecommunications towers, provided that any such assignee shall have a net worth equal to or greater than Lessee's, unless otherwise approved in writing by the County.

- (2) Any License, sublease or assignment by Lessee of its right under this Lease which is not set forth in (a) – (d) above shall require the consent of the Lessor, which consent shall not be unreasonably withheld, delayed and/or conditioned.

10.02 No Waiver of Right to Consent. The consent of County to any one assignment shall not constitute a waiver of County's right to consent to subsequent assignments, nor shall consent of County to any one assignment relieve any party previously liable as Lessee from any obligations under this Lease that arose before the effective date of the assignment. The acceptance by County of the payment of Rent following an assignment shall not constitute consent to any assignment, and County's consent shall be evidenced only in writing.

10.03 Name Change. If Lessee changes its name, Lessee shall provide County with legal documentation of the name change within sixty (60) days of the effective date of the change.

SECTION 11 - INDEMNITY AND INSURANCE

11.01 Indemnity (Assumption of Liability) and Insurance. From and after the Commencement Date of this Lease, Lessee shall indemnify, defend and hold harmless County, its employees, officers, and agents from any and all liability, damages (including, but not limited to, death, personal injury, and damages to land and other natural resources), expenses, causes of action, suits, claims, costs, fees (including, but not limited to, attorneys' fees), penalties, or judgments, of any nature whatsoever, alleged or arising out of the use, occupation, or control of Lease Area by Lessee and its Permittees except as may arise out of the willful or sole negligent acts or omissions of County or County's elected officials, employees, agents, servants, contractors and sublessees. In case of damages caused by the concurrent negligence of Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees and the Lessor, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Lessee, its permittees, successors, subcontractors, its successors or assigns, or its agents, servants, or employees. Nothing contained in this Section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

Lessee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless County and its agencies, officials, agents, and employees. This Section shall not in any way limit Lessee's liability under Hazardous Substances Section, and this Section shall not apply to any liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, arising out of any events, obligations, rights, or actions described in Hazardous Substances Section.

The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this Lease.

11.02 Insurance.

- (1) Required. Lessee shall, at all times during the Term of this Lease at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Lease at County's option. Lessee shall require all contractors and subcontractors to obtain and maintain substantially the same coverage as required of Lessee. Failure by the County to confirm compliance with the Lessee's insurance requirements shall not be considered a waiver or acceptance of Lessee's insurance obligations.
- (2) Insurers. All insurance and surety bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better, in the most recently published edition of *Best's Report*. Any exception shall be reviewed and approved by the County's Risk Manager before the Commencement Date. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.
- (3) Notice of Cancellation. Upon receipt of notice from its insurer(s) Lessee shall provide the County with thirty (30) days' prior written notice of cancellation of any required coverage.
- (4) Certificate of Insurance and Endorsements. Before beginning operation, Lessee shall furnish County with a certificate(s) of insurance and blanket additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Lease. The certificate of insurance shall reference Whatcom County and its officials and employees, Whatcom County Parks & Recreation Department, and the Agreement Number.

INSURANCE TYPES & LIMITS: The limits of insurance, which, upon prior written notice to, review and acceptance by Lessee, may be increased by County, as deemed necessary, shall not

be less than as follows, and all limits hereunder can be met by a combination of primary and umbrella/excess policies:

Commercial General Liability (CGL) Insurance: Lessee shall purchase and maintain commercial general liability insurance with a limit of \$2,000,000 per occurrence and \$4,000,000 general aggregate including premises-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: Lessee shall purchase and maintain employer's liability insurance and, if necessary with limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, \$1,000,000 disease policy limit.

Commercial Automobile Liability Insurance: Lessee shall purchase and maintain commercial automobile liability insurance with a combined single limit of \$1,000,000 each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles and shall include contractual liability coverage. Lessee waives all rights of subrogation against County for the recovery of damages to the extent they are covered by commercial auto liability .

Industrial Insurance (Workers' Compensation): Lessee shall comply with Title 51 RCW by maintaining workers' compensation insurance for its employees. Lessee waives all rights of subrogation against County for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability or automobile liability insurance. Lessee waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Lease.

Builder's Risk Insurance:

- (a) During the period construction is in progress and until completion of the project and acceptance by County, any contractor or subcontractor of Lessee shall buy and maintain, or shall cause its contractors to buy and maintain, in force builder's risk insurance on the entire Work. Such insurance shall be written on a completed value form and in any amount equal to the value of the completed building, subject to subsequent modifications to that sum. The insurance shall be written on a replacement cost basis. This insurance shall name as insured Whatcom County, Whatcom County Parks & Recreation Department, Lessee, and all subcontractors and sub-subcontractors in the Work.

- (b) Insurance required in this subsection 11.02(a) above shall be written to cover all risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse.
- (c) Insurance required in this subsection 11.02(a) above shall cover the entire Work at Lease Area, including reasonable compensation for architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from Lease Area but intended for use at Lease Area, and shall also cover portions of the Work in transit.
- (d) The policy shall include as insured property scaffolding, false work, and temporary buildings located at Lease Area. The policy shall cover the cost of removing debris, including demolition as made legally necessary by the operation of any law, ordinance, or regulation.
- (e) The responsibility for paying the part of any loss not covered because of application of deductible(s) shall be the responsibility of Lessee or its contractor(s), as applicable. If any part of any loss is not covered because of the application of a deductible such loss will be paid by Lessee or its contractor(s), as applicable.

Pollution Legal Liability Insurance:

- (a) Lessee shall procure and maintain for the duration of this Lease pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage natural resource damage claims. Lessee shall maintain coverage in an amount of at least:
 - (i) \$2,000,000 each occurrence for Lessee's operations at the Lease Area and \$4,000,000 general aggregate or policy limit, if any.
- (b) Such insurance may be provided on an occurrence or claims-made basis. If such policy is provided on a claims-made basis the limit shall be \$4,000,000 per claim and aggregate.

- (c) Whatcom County, Whatcom County Parks & Recreation Department, its officials, and employees, shall be included as additional insureds as their interest may appear under this Agreement by endorsement on the pollution legal liability insurance policy.

ADDITIONAL PROVISIONS:

Additional Insured, Primary and Noncontributory: Whatcom County, Whatcom County Parks & Recreation Department, its officials and employees shall be included as additional insureds as their interest may appear under this Agreement by endorsement on all commercial general liability, commercial automobile liability and pollution liability insurance policies required or maintained pursuant to this Lease. Lessee's insurance shall be primary and County's noncontributory.

Self-Insurance: In lieu of the coverage required under this Section 11, County shall accept evidence of self-insurance by Lessee, provided Lessee provides a statement by a Certified Public Accountant or actuary that demonstrates, to the reasonable satisfaction of County, that Lessee's financial condition is adequate to self-insure any of the required insurance coverage. Lessee must describe its financial condition and the self-insured funding mechanism. County may require Lessee to provide the above from time to time to ensure Lessee's continuing ability to self-insure. If at any time Lessee does not satisfy the self-insurance requirement, Lessee shall immediately purchase insurance as set forth under this Section.

Waiver: Lessee waives all rights of subrogation against County for recovery of damages to the extent these damages are covered by insurance policies required or maintained pursuant to this Lease.

Coverage Limits: Coverage limits shall be the limits identified in this Agreement.

Occurrence Based: All insurance shall be occurrence based unless stated otherwise.

Subcontractors: Lessee's contractors and subcontractors shall include the County as an additional insured, provide primary insurance coverage and waiver of subrogation with County's insurance non-contributory.

SECTION 12 - DAMAGE OR DESTRUCTION

12.01 Force Majeure. County's or Lessee's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without the fault or negligence of

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County or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, vandalism, fires, lightning, floods, epidemics, or labor strikes.

12.02 Notice and Repair.

- (1) Notice to County. In the event of damage to or destruction of Lease Area or Improvements located within Lease Area, Lessee shall give written notice to County within fourteen (14) business days. County does not have actual knowledge of the damage or destruction without Lessee's written notice.
- (2) Repair. Unless otherwise agreed in writing, if any repairs are necessitated by the fault or negligence of Lessee and Permittees. Lessee shall reconstruct, repair, or replace such damaged portions of Lease Area and Improvements on Lease Area as nearly as possible to their condition immediately prior to the damage or destruction in accordance with this Lease.

12.03 County's Claim. County does not waive any claims for damage or destruction of Lease Area unless County provides written notice to Lessee of each specific claim waived.

12.04 Insurance Proceeds. Lessee's duty to reconstruct, repair, or replace any damage or destruction of Lease Area or any Improvements on Lease Area is not conditioned upon the availability of any insurance proceeds to Lessee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Insurance Section.

12.05 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.06 Default at the Time of Damage or Destruction. If Lessee is in default under the terms of this Lease at the time damage or destruction occurs, County may elect to terminate the Lease and County then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

12.07 County's Remedy. If Lessee fails to remedy the condition of Lease Area in a timely manner, County may take steps reasonably necessary to remedy Lessee's failure. Within sixty (60) calendar days of demand by County, Lessee shall pay all costs of County's remedy, including but not limited to the costs of removing and disposing of material deposited improperly on Lease Area, lost revenue resulting from the condition of Lease Area, and administrative costs associated with County's remedy.

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12.08 Debt to County. If County must pay any tax, assessment, penalty, or interest because of the failure of Lessee to pay such taxes, assessments, penalties, or interest that Lessee is obligated to pay pursuant to the terms of this Lease, such obligations shall be considered a debt to County. Lessee shall pay within thirty (30) days of demand by County. Notwithstanding, the foregoing, County must notify Lessee within one (1) year of any such debt occurring, and any claim not made within the prescribed time period shall be deemed satisfied and unenforceable against Lessee.

SECTION 13 - CONDEMNATION

13.01 Termination Upon Complete Taking. If all of Lease Area is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation.

13.02 Termination Upon Partial Taking. If any part of Lease Area is so taken and, in the opinion of either County or Lessee, it is not economically or functionally feasible to continue this Lease in effect, either Party may terminate this Lease. Such termination by either Party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, or the termination to be effective as of the later of thirty (30) days after said notice or the date possession is taken.

13.03 Continuation Following Partial Taking. If part of Lease Area is taken and neither County nor Lessee elects to terminate this Lease, or until termination is effective, as the case may be, Rent shall be abated in the same proportion as the portion of Lease Area so taken bears to the whole of Lease Area when the proportion calculated amounts to Two Thousand Dollars (\$2,000) or more. In no case shall Rent be less than Two Thousand Dollars (\$2,000); this minimum amount shall be increased by 5 percent (5%) every year after the Commencement Date.

13.04 Relocation. In the event of either a complete taking or a partial taking through condemnation, County will cooperate with Lessee to attempt to reasonably relocate part or all of Lease Area.

13.05 Damage Award. All damages awarded for the taking or damaging of all or any part of Lease Area, or County Owned improvements thereon, shall belong to and become the property of County, and Lessee hereby assigns to County any and all claims to such award. However, County shall not claim any interest in or to Personal Property or authorized Improvements. To

the extent not inconsistent with this Section, Lessee may, on its own behalf, make a claim to the condemnation authority for losses related to its equipment, relocation costs, business interruption costs, damages, and losses in any condemnation.

SECTION 14 - DEFAULT

14.01 Default Defined. Lessee is in default of this Lease on the occurrence of any of the following:

- (1) Failure to make payments when due;
- (2) Failure to comply with applicable law, regulation, or order of any lawful governmental authority;
- (3) Failure to comply with any provision of this Lease;
- (4) Effective date of bankruptcy proceedings by or against Lessee or the appointment of a trustee or receiver of Lessee's property; or
- (5) Involuntary assignment by operation of law.

14.02 Right to Cure.

- (1) Event of Default. A default becomes an "Event of Default" if Lessee fails to cure the default within the applicable cure period following County's written notice of default. Upon an Event of Default, County may seek remedies under this Lease.
- (2) Cure Period. Unless expressly provided elsewhere in this Lease, the cure period is thirty (30) days to cure monetary defaults and forty-five (45) days to cure non-monetary defaults.
- (3) Non-Monetary Default. For non-monetary defaults not capable of cure within forty-five (45) days, County will not unreasonably withhold approval of a reasonable alternative cure schedule. Lessee must submit to County a cure schedule within thirty (30) days of Lessee's receipt of a notice of default. The default is not an Event of Default if County approves the schedule and Lessee works diligently and in good

faith to execute the cure. The default is an Event of Default if Lessee fails to timely submit a schedule or fails to cure in accordance with an approved schedule.

- (4) Repeated Defaults. Should repeated defaults occur, County may elect to deem a default by Lessee as an Event of Default.
- (5) In the case of a breach of any covenant or term hereof by the Lessor, the Lessor shall have all rights of notice and cure afforded Lessee in this Lease,

14.03 Remedies. The remedies specified under this Section 14.03 are not exclusive of any other remedies or means of redress to which County is lawfully entitled for Lessee's breach or threatened breach of any provision of this Lease.

- (1) Remove Lessee. Upon an Event of Default, County may terminate this Lease and remove Lessee by any remedy at law.
- (2) County's Entry to Restore. If the Event of Default (1) arises from Lessee's failure to comply with restrictions on Permitted Use and operations under Section 2.01 (Permitted Use of Communication Site) or (2) results in damage to natural resources or Lease Area, County may enter Lease Area without terminating this Lease to (i) restore the natural resources or Lease Area and charge Lessee restoration costs and/or (ii) charge Lessee compensatory damages. On demand by County, Lessee shall pay all costs and damages.
- (3) County's Right to Relet. Upon an Event of Default, if County terminates this Lease, County shall have the right to relet Lease Area.

SECTION 15 - NOTICE

15.01 Designated Contact. Formal notices, required or desired, shall be in writing and delivered personally or by messenger or sent by USPS certified mail, return receipt requested, postage prepaid, and shall be sent to the respective addressee at the respective address set forth below or to such other address as the Parties may specify in writing.

Billing invoices and other Rent matters will be sent to the "Primary Contact" only.

County Contact:

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Director
Whatcom County Parks & Recreation Department
3373 Mount Baker Highway
Bellingham WA 98226
(360) 778-5850

Lessee Primary Contact:

Cellco Partnership
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to:

American Tower
Attn: Land Management
10 Presidential Way
Woburn MA 01801

15.02 Change in Contact. Each Party shall notify the other Party within fifteen (15) business days of any change of address, business name, contact person's name, or other changes that may affect this Lease.

15.03 Date Received. Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon date of delivery as indicated on the return receipt.

SECTION 16 – GENERAL PROVISIONS

16.01 Non-waiver. Waiver by either Party of strict performance or any provisions of this Lease shall not be a waiver of nor prejudice the Party's right to require strict performance of the same provision in the future or of any other provision.

16.02 Liens. Lessee shall not suffer nor permit any lien to be filed against Lease Area or Lessee's leasehold interest in Lease Area, (excluding Personal Property by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding Lease Area or any part thereof under this Lease. If any such lien is filed against Lease Area or Lessee's leasehold interest, (excluding Personal Property) by reason of work, labor, services, or materials performed or supplied to Lessee or anyone holding Lease Area or any part thereof under this Lease, Lessee

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shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by County. Lessee shall indemnify County for any costs, damages, or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages, or expenses were incurred prior or subsequent to the Termination Date.

16.03 Preservation of Markers. Any legal land subdivision survey corners, reference points, or monuments are to be preserved. If such are destroyed or disturbed by Lessee or Lessee's Permittees, Lessee shall reestablish them by a licensed land surveyor in accordance with U.S. General Land Office standards at their own expense. Corners, reference points, or monuments that must necessarily be disturbed or destroyed in the process of carrying out the operations allowed by this Lease must be adequately referenced and/or replaced in accordance with RCW 58.24.040 (8). Such references must be approved by State of Washington, Department of Natural Resources prior to removal of said corners, reference points, or monuments.

16.04 Proprietary Information/Public Disclosure. Any materials and other written and electronic records submitted by Lessee to County, or produced or utilized by the County or jointly by Parties for this Lease, may be or are subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Any submitted materials or records that Lessee claims are exempt from disclosure under the Public Records Act must be clearly designated as such. Each page, or portion thereof, that contains exempt material must be identified and the particular exemption from disclosure upon which Lessee is making the claim must be identified by the statutory citation number. County will consider Lessee's request for exemption from disclosure; however, County will make an independent decision on the applicability of any claimed exemption consistent with applicable laws. The portion of a document claimed as exempt must qualify for exempt status as identified in RCW 42.56. Lessee should selectively identify each record or portion of record thought to be exempt rather than marking all records as exempt from disclosure. If a public records request is made regarding materials that Lessee has claimed are exempt, County will provide Lessee with notice of the request and allow Lessee ten (10) business days to seek a court injunction against the requested disclosure prior to County fulfilling the public records request. Lessee is liable for any costs, fees, or judgement for failure to release records to the County which are deemed subject to disclosure under the Public Records Act if records were within or in the control or possession of the Lessee and were not provided as required by the Public Records Act.

16.05 Exhibits. This Lease is subject to the terms and conditions of Exhibits referenced herein, which are attached hereto and by this reference made a part hereof.

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List of Exhibits

- “A” Depiction of Communication Site Area and Utility Area
- “B” Lessee-Owned Improvements
- “C” Depiction of Road Access Area
- “D” Legal Description of County Land
- “E” Memorandum of Lease
Attached Exhibit E-1
- “F” Surrender of Leasehold
- “G” Rent Calculation
- “H” Requirements of the Habitat Conservation Plan

16.06 Nondiscrimination. Lessee and County, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state, or local laws applicable to County’s Parcel, including, without limitation, Chapter 49.60 RCW. Lessee shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 RCW and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements between the Parties.

16.07 Severability. The invalidity of any provision of this Lease shall not affect the validity of the remaining provisions.

16.08 Authority. Lessee and the person or persons executing this Lease on behalf of Lessee represent that Lessee is qualified to do business in the state of Washington, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon County’s request, Lessee shall provide evidence satisfactory to County confirming these representations.

16.09 Successors and Assigns. This Lease binds and inures to the benefit of the Parties, their successors, and assigns.

16.10 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous

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agreements, promises, representations, and statements relating to this transaction or to Lease Area.

16.11 Time Is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

16.12 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Whatcom County, Washington.

16.13 Attorney Fees. Each Party shall be responsible for their own attorney fees in the event of a dispute arising out of this Lease with the exceptions for Hazardous Substances, Indemnity (Assumption of Liability) and Insurance, and Liens.

16.14 Headings. The headings in this Lease are for convenience only and shall not limit, enlarge, or affect the scope and intent of the provisions of this Lease.

16.15 Interpretation. This Lease has been submitted to the scrutiny of all Parties and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel. Section numbers or titles are not to be considered in interpreting this lease.

16.16 Statutory Reference. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded.

16.17 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

16.18 Survival. Any obligations of Lessee not fully performed upon termination of this Lease do not cease but continue as obligations of the Lessee until fully performed.

16.19 Safety. Lessee shall operate and maintain the Lease Area free from injury, harm, danger or loss to personal property whether deliberate or accidental.

Each person signing this Lease represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Lease. Each party represents and warrants to the other that the execution and delivery of the Lease and the performance of such party's obligations hereunder have been duly authorized and that the Lease is a valid and legal agreement binding on such party/entity and enforceable in accordance with its terms.

Signed this ____ day of _____, 20__

SIGNATURE PAGES FOLLOW

Whatcom County Parks
Verizon Communication
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Cellco Partnership d/b/a Verizon Wireless
By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact
UBI no. 602057104

Carol Maxime
Signature

Name: Carol Maxime

Title: Senior Counsel, US Tower

3/13/2020

Address: 10 Presidential way
City/State: woburn, MA
Zip: 01801
Phone: _____

STATE OF massachusetts
SS

COUNTY OF Middlesex

On this 16 day of march, 2020, before me, the undersigned Notary Public, personally appeared Carol maxime, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



RICHARD P. PALERMO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 25, 2023

Richard Palermo

Name (Print) _____

NOTARY PUBLIC, in and for the State of
massachusetts, residing at Lynnfield, MA
My Commission expires _____

Approved as to Form: _____
WHATCOM COUNTY

Whatcom County Parks
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Whatcom County Executive



Michael McFarlane, Director
Parks & Recreation Department

Approved as to Form:



Senior Deputy Prosecuting Attorney

State of Washington)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive of Whatcom County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

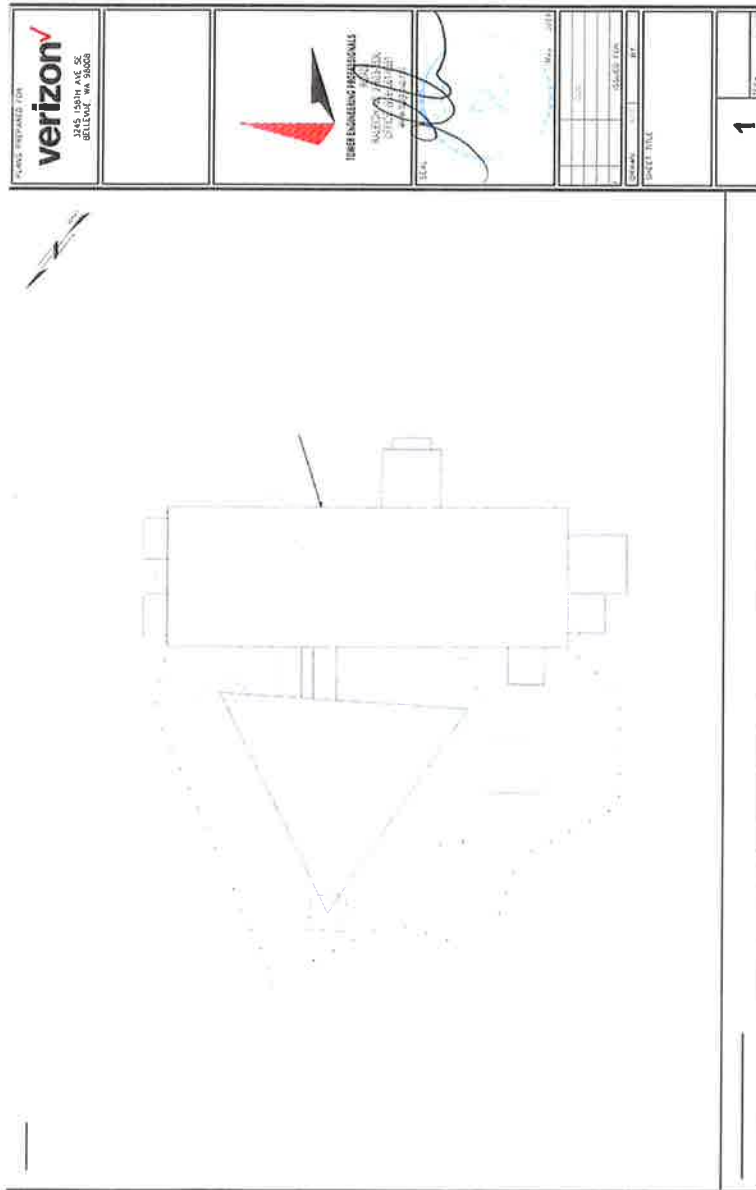
WITNESS my hand and official seal hereto affixed the day and year first above written.

Name (Print) _____
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My Commission expires:

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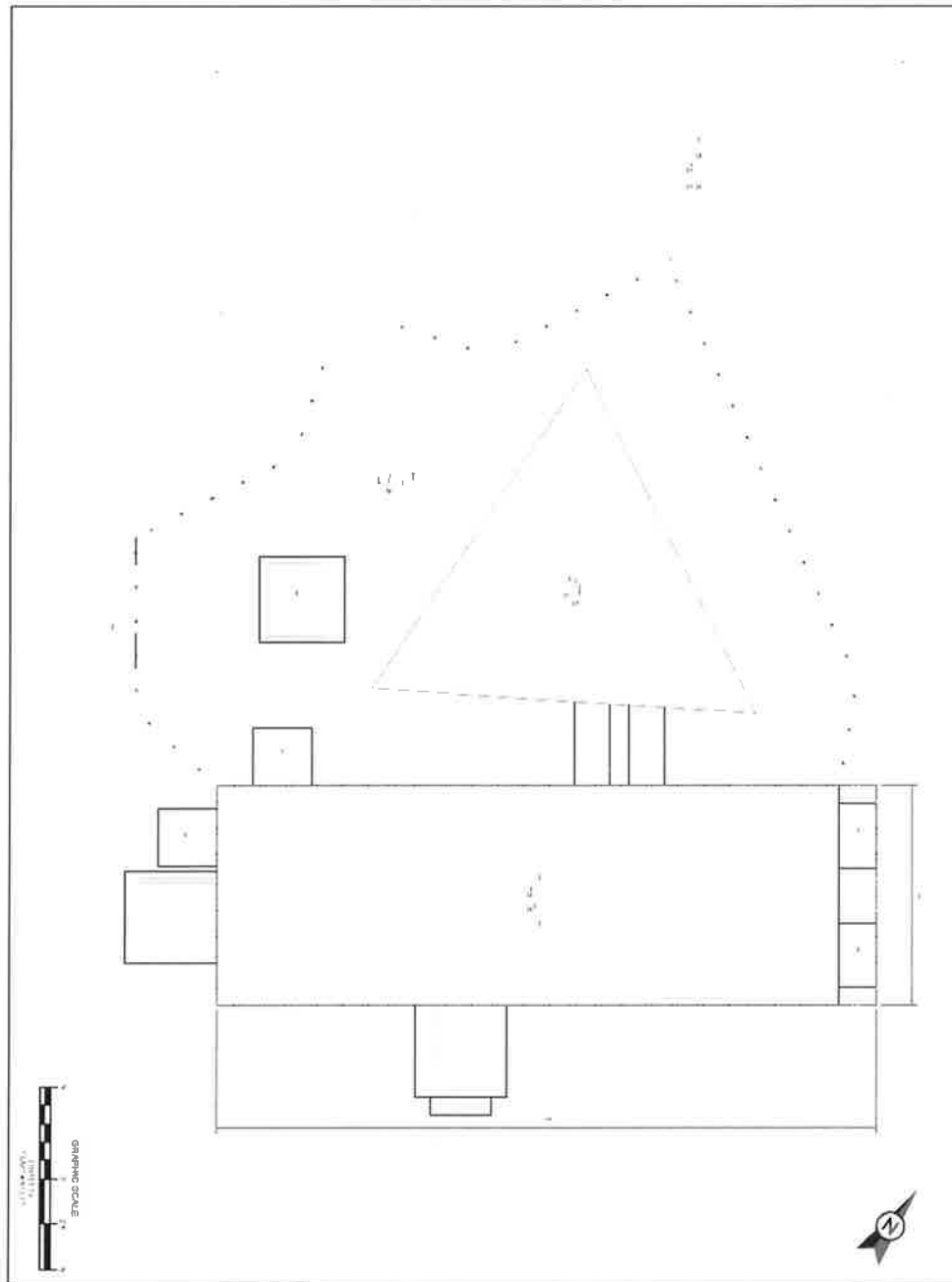
EXHIBIT A DEPICTION OF COMMUNICATION SITE AREA AND UTILITY AREA



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**EXHIBIT B
LESSEE-OWNED IMPROVEMENTS**



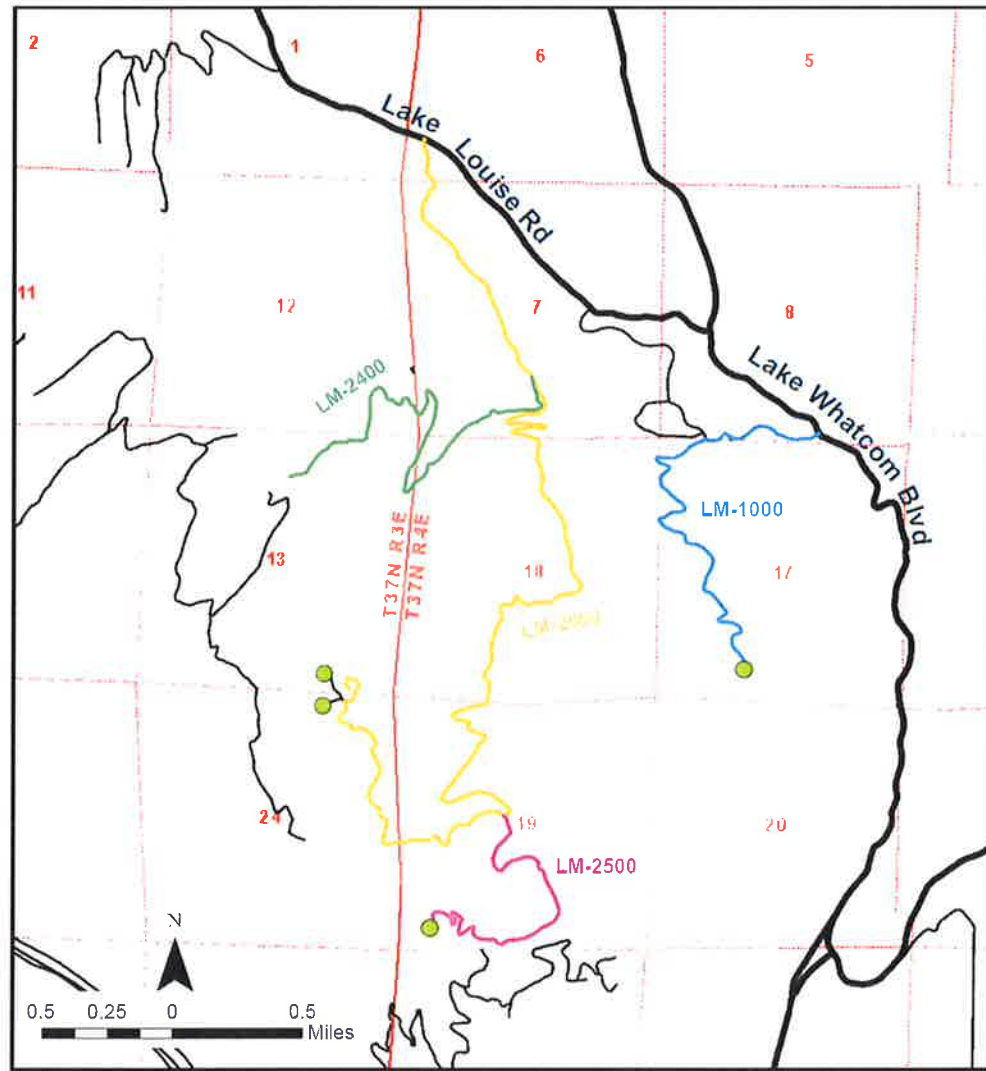
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Verizon Communication
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EXHIBIT C DEPICTION OF ROAD ACCESS AREA

Lookout Mountain Forest Preserve - Tower Access

Township 37 North, Range 3 East and Township 37 North, Range 4 East, W.M., Whatcom County



- | | | |
|---|-------------|------------|
| Lookout Mountain Forest Preserve Boundary | Forest Road | PLSS |
| ● Tower | LM-2000 | Range Line |
| — Paved Road | LM-2500 | Section |
| | LM-2400 | |
| | LM-1000 | |
| | Other | |

Whatcom County Parks
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Road access granted on LM-2000 and LM 2500

EXHIBIT D
LEGAL DESCRIPTION OF COUNTY LAND

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57" E a distance of 50.00 feet;

Thence S 89°26'03" E a distance of 50.00 feet;

Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

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Return to:

Attention: _____
Re: _____ Lease
Address: _____

MEMORANDUM OF LEASE- EXHIBIT E

Lessor: Whatcom County

Lessee: Cellco Partnership d/b/a Verizon Wireless

Abbreviated Legal Description: _____
Assessor's Tax Parcel ID#: _____
Recording Numbers of (Add AFN for Survey)
Prior Recorded
Documents:
County: State:

This Memorandum of Lease is entered into on this ____ day of _____, 2020, by and between **Whatcom County, acting by and through its Parks & Recreation Department** having offices for the transaction of business at 3373 Mount Baker Highway, Bellingham, Washington 98226 (hereinafter referred to as "**Lessor**") Cellco Partnership d/b/a Verizon Wireless (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a Communications Site Land Lease Agreement ("**Lease**") on the ____ day of _____, 2020, on file with the Whatcom County Parks & Recreation Department in Bellingham, Washington under contract number _____. Lessor grants to Lessee a lease for a communication site, access to the site and rights to install utilities to serve the site. All of the foregoing is set forth in the Lease.

2. The term of this Lease is twenty (20) years, beginning on the April 1, 2022, and ending on the March 31, 2040 unless terminated earlier by Lessee or Lessor under the terms of the Lease.

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3. The land being leased, the access being granted and the utility rights granted to Lessee are legally described in that survey recorded in Whatcom County on _____ under Auditor's File Number _____.

4. Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Lease Area (as defined in the Lease), all as more particularly described therein. In connection with these responsibilities, Lessee has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.

5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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EXHIBIT E-1
to the MEMORANDUM OF LEASE

The Legal Description of the real property on which Lessee's leased area, and associated access and utility rights, are located is set forth in that certain Record of Survey filed in Whatcom County on 5/23/88 under Auditor's File Number 1603153, and includes all of the following:

That portion of the Southwest quarter of Section 19, Township 37 North, Range 4 East, W.M., described as follows:

Beginning at the existing Southeast corner of said subdivision, being monumented as shown on record of survey recorded in Volume 1 Surveys, Page 34, Records of Whatcom County Washington;

Thence N 64°46'13" W (Grid Azimuth based on GPS observations from Washington State Department of Transportation control stations) a grid distance of 1,759.57 feet (1,759.79 ground distance based on a combination factor of 0.9998750) to the true point of beginning of the herein described parcel and a point on the North line of the existing U.S. West New Vector Group easement, as disclosed and shown in a document recorded under recording No. 1603153, record of Whatcom County, Washington, distant thereon 40.00 feet from the Northeast corner thereof:

Thence N 89°26'03" W along the North line of said U.S. West easement, as surveyed by W. Brickey in 1988, a distance of 50.00 feet;

Thence N 00°33'57" E a distance of 50.00 feet;

Thence S 89°26'03" E a distance of 50.00 feet;

Thence S 00°33'57" W a distance of 50.00 feet to the true point of beginning

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Cellco Partnership d/b/a Verizon Wireless
By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

By: Carol Maxime
Print Name: Carol Maxime
Its: _____
Date: Senior Counsel, US Tower
3/13/2020

LESSEE ACKNOWLEDGEMENT

STATE OF Massachusetts
) ss
COUNTY OF Middlesex

On this 16 day of March, 2020, before me, the undersigned Notary Public, personally appeared Carol Maxime, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Signature: Richard P. Palermo
Printed Name: Richard P. Palermo
Notary Public in and for the State of Massachusetts
residing at: Lynnfield, MA
My appointment expires: _____



RICHARD P. PALERMO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 25, 2023

Whatcom County Parks
Verizon Communication
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**EXHIBIT F
SURRENDER OF LEASEHOLD**

To the Director of Parks & Recreation:

_____ is presently the "Lessee" under that certain COMMUNICATION SITE LAND LEASE, Agreement No. _____ ("Lease"), with the _____, Whatcom County, acting by and through the Parks & Recreation Department, as the "Lessor," for use of a portion of that certain real property known at the _____ Communication Site, in Whatcom County, State of Washington, which real property is more specifically identified in that certain Memorandum of Lease ("MOL") recorded in the _____ County Auditor's Office on _____, 2020, as Document Number _____.

Lessee hereby notifies Lessor of Lessee's intent to terminate the Lease, the effective termination date for which shall be one hundred eighty (180) days after the date Lessor receives this notice. Concurrently with the effective termination date of the Lease, Lessee quitclaims and surrenders to Lessor any and all leasehold and other real property interests Lessee has in and to the real property identified in the MOL.

The reason for termination of the Lease and surrender of all real property interests is that Lessee no longer has need to use the _____ Communication Site.

[Insert Current Lessee Name]

Signed this ____ day of _____, 20____. _____
Name: _____
Title: _____

It is hereby ordered that the foregoing notice of termination and surrender be accepted and that certain COMMUNICATION SITE LEASE, Agreement No. _____, be canceled effective upon signature of the County Executive so noted.

WHATCOM COUNTY, acting by and through the
COUNTY EXECUTIVE

Signed this ____ day of _____, 20____. _____
Name: _____

Whatcom County Parks
Verizon Communication
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LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of _____ County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Signature: _____
Print Name: _____
Notary Public in and for the State of _____,
residing at _____
My appointment expires: _____

COUNTYS ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, personally appeared before me Jack Louws, to me known to be the Executive of Whatcom County, who executed the within and foregoing instrument on behalf of Whatcom County, and acknowledged said instrument to be the free and voluntary act and deed of the County for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Dated: _____

Notary Signature: _____
Print Name: _____
Notary Public in and for the State of Washington, residing at _____
My appointment expires: _____

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**EXHIBIT G
RENT CALCULATION**

Annual Rent: Adjusted to begin 4/1/22. As per Lease, to be increase 3%annually.

| Item | Derivation | Annual Amount |
|--|--|---------------|
| Facility Site Area (up to 2,500 sq. ft.) | \$22,801.86 includes base tenant Verizon Wireless (2019 rate) Rate adj. for 2022 | \$24,190.80 |
| | | |
| Each additional User (tenant) | \$3,000 each | |
| Annual Road Use Fee | \$1,000 (2019 rate) Rate adj. for 2022 | \$1,060.90 |
| Each Additional Road user (tenant) | \$250 ea. | |
| Leasehold Tax | 12.84% /year (Verizon Pays Directly to WA State) | N/A |

Total: \$25,251.70

Additional Payment: Due upon lease approval by County

| Item | Derivation | One Time Payment |
|---------------|-----------------------|------------------|
| Signing bonus | ATC letter of 4.19.19 | \$ 15,000 |
| | | |
| | | |
| | | |
| | | |

Total: \$15,000

Whatcom County Parks
Verizon Communication
Tower Lease Agreement No.
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EXHIBIT H

REQUIREMENTS OF THE HABITAT CONSERVATION PLAN

1. Lessee shall immediately notify County of new locations of Permit species covered in the Incidental Take permit (ITP) that are discovered within Lease Area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silver spot butterflies. In all circumstances notification must occur within a 24-hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within Lease Area the Lessee shall immediately notify County. In all circumstances notification must occur within a 24-hour time period. Lessee may be required to take certain actions to help County safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by County.
3. Lessee shall refer to ITP number PRT-812521 (a copy of the ITP is located for reference in the Whatcom County Parks & Recreation Office) in all correspondence and reports concerning Permit activities and any Forest Practices Applications.

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



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

MEMO

To: Whatcom County Council

From: Sheriff Bill Elfo, Director, Division of Emergency Management
John Gargett, Deputy Director, Division of Emergency Management
Robert Greene, Communications Manager, Division of Emergency Management

Subject: AB2020-253 - Resolution authorizing Whatcom County to enter into a twenty-year communication tower lease agreement with Verizon Wireless for an existing tower site located at the Lookout Mountain Forest Reserve

Date: July 23, 2020

Our office has reviewed the Verizon Wireless tower lease agreement for the site located in the Lookout Mountain Forest Reserve. We do not see any issues with this existing tower site or lease agreement.

In reviewing the lease, Section 7 does address Interference and Verizon Wireless' responsibility not to interfere with any other towers in the area, including the new PI Tower being constructed for Skagit County which Whatcom County Council approved (AB2020-254). The Verizon tower will use 880 MHz to 2.2 GHz. The PI Tower Law Enforcement's frequencies will be using 450 MHz and 150MHz with Fire using 150MHz (for both Whatcom and Skagit County). This poses no threat of interference in the spectrum.

We contacted Skagit County Communications and received their confirmation that the Verizon Tower will not present any problems for their tower, nor should it present any problems for the Whatcom County equipment planned for installation on the PI Tower.

There is no anticipation, engineering, or design that suggests the footprint of the Verizon Tower, or space on the tower, is needed for current or future expansion of the Whatcom County Integrated Public Safety Radio System.

Therefore, it is our opinion that no issues will arise with public safety radio communications from the approval of this lease.

We are available for any questions Council may have.

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-300

| | | | | | |
|----------------------|----------------|--------------------|--|----------------------|------------|
| File ID: | AB2020-300 | Version: | 1 | Status: | Introduced |
| File Created: | 07/14/2020 | Entered by: | JNixon@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Council Appointment Requiring Introduction | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Appointment to the Homeless Strategies Workgroup, Special Populations position, applicant(s):
Michael Berres

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HOMELESS STRATEGIES WORKGROUP

1 vacancy for someone representing special populations (representing domestic violence, behavioral health, and/or elder care and medically fragile). Two-year term.

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: |
|------------|--------------|------------|----------|
| 07/21/2020 | Council | INTRODUCED | Council |

Attachments: Berres application

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

1. Name of board or committee-**please see reverse:** Homeless Strategies Workgroup
2. You must specify which position you are applying for.
Please refer to vacancy list. Schools; Special Populations
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

Former School District Administrator (Ferndale, Seattle, Bellingham). Please see attached letter.

11. Please describe why you're interested in serving on this board or commission: Please see attached letter.

References (please include daytime telephone number): Dr. Linda Quinn (Superintendent, Ferndale
School District (360) 383-9200

Signature of applicant: Michael S. Beres

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Mr. Barry Buchanan
Chair, Homeless Strategies Workgroup
Whatcom County Council

July 7, 2020

Dear Mr. Buchanan:

I'm interested in the open positions on Whatcom County's Homeless Strategies Workgroup. My skill base and interests fit well against the open Workgroup areas. I've been retired for almost seven years and am currently working on a number of community endeavors. I know a number of members of the Workgroup and offer my services if you are still in need of additional members.

In brief, I was a school administrator (elementary principal and special services director) for the Ferndale, Bellingham and Seattle School Districts. I retired from Ferndale in 2013 where I served as Special Services Director which included managing 22 programs/grants/initiatives (approximately 215 staff; approximately \$11 million annual budget). Three of the programs were: 1) managing the federal McKinney-Vento program supporting approximately 200 students without housing; 2) managing the district's special education program for 700+ special needs students (e.g., those with developmental, behavioral, health, medically-fragile, communication, severe-profound needs,...), and 3) managing programs for students caught in domestic violence and abuse situations (e.g., co-managing with DVSAS a three-year national demonstration grant through the Violence Against Women Act on helping middle-school 'bystanders' to take active roles against sexual harassment/assault).

Specifically, the McKinney-Vento task resulted in our district doubling our count of students in need of housing from approximately 100 to 200. It wasn't a case of the actual number of students without housing doubling—it was an issue of using better child find and outreach strategies to key neighborhood information sources. We developed an extremely assertive approach to serving students without housing—essentially providing services to homeless youth by the day after we located them, and in no case, taking more than three working days to provide educational services in the student's home school. This was challenging in that district budgets throughout our County (and throughout Washington) consistently underfund district transportation, special education, and McKinney-Vento budgets—meaning that district folks would frequently have to hammer out multi-district transportation arrangements and staffing support models when no or few dollars existed for such collaborations. It also meant drawing community partners (e.g., Brigid Collins, Lydia Place, Catholic Community Services, the Opportunity Council) into whatever sort of partnership a child or teenager would need.

Imagine the dilemma of a student showing up in the district late on a Friday afternoon (the time when so many fragile youth appear in school districts) because of a state-made placement in a Ferndale state-funded group home, finding out that the homeless youth is now in Ferndale because of sexual or developmental or severe aggression issues, and further learning that the youth's prior district served the child with two full-time paraeducators. Again, it's just past 5:00 pm, the usual community partners are closed for the weekend, and this teen needs to be in school on Monday. Thank goodness that we had so many wonderful agency, district, and private folks who persevered in creating support umbrellas—even when having to deal with budget shortfalls and union contracts.

During my seven years of retirement, I've been involved with a number of homelessness efforts, though to be clear, most have been in support of my wife's (Ann) efforts. She has been the Unitarian

Fellowship's Family Promise Coordinator working with the Interfaith Coalition for the past three years...and I've been Ann's primary assistant/gopher/helper/driver/whatever-is-needed person. This meant occasionally sleeping at the Garden Street Methodist's Family Promise shelter during pre-Covid days. (Ann did far more of this work as she slept at the Civic Field Women's shelter every Monday night for three months this last Winter). Because I've been committed to other community endeavors (Civil Advocacy Committee, Whatcom Humane Shelter, staging electoral forums for community groups,...), I've enjoyed being a bit in the background while supporting Ann's work.

In terms of academic/research/document development comments, I've a doctorate from Syracuse University in creating school-based partnerships for children's emotional disturbance; a master's degree in children's behavior disorders from American University; and an early childhood (preschool-second grade) teaching credential from the University of California at Santa Barbara. I've written two books on serving students with moderate/severe/profound special needs in inclusive schools (Program Models for Mainstreaming, Aspen Publishers; Creating Tomorrow's Schools Today, Teacher's College Press/Columbia University). Both books are compilations of stories of educators and parents creating systemic change in their local systems in spite of bureaucratic and budgetary resistance. And as with all school administrators, I've written or co-written countless grants and project progress reports.

I know from listening to and working with literally hundreds of homeless youth and their families that homelessness is a traumatic situation. It results in long-term hurt and pain for almost every youth and parent in such situations. It also goes without saying that whenever possible, our work must address not only reactive strategies around homelessness, but also strategies that address the forces that push people into homelessness. Again, I'm very involved in our community, but do believe strongly in public service. If you are interested in my being a part of the Workgroup or in talking further, please call at your convenience.

Sincerely,



Michael S. Berres, Ph.D

3040 Silvern Lane
Bellingham, WA 98225
(360) 738-7083 (h); (360) 393-6802 (c)
ammab81@gmail.com



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-316

| | | | | | |
|----------------------|------------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | AB2020-316 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/23/2020 | Entered by: | MCaldwel@co.whatcom.wa.us | | |
| Department: | Finance Division | File Type: | Ordinance | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 16, in the amount of \$987,509

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #16 requests funding from the General Fund:

1. To appropriate \$131,227 in Non Departmental to fund Opportunity Council Public Services CDBG 2020-21 program from grant proceeds.

From the Election Reserve Fund:

2. To appropriate \$55,570 in Auditor to fund ballot drop boxes, voter outreach, and partial funding of ballot sorter from grant proceeds.

From the Homeless Housing Fund:

3. To appropriate \$775,315 in Health to fund Housing and Essential Needs program from increase in grant proceeds.

From the Emergency Management Fund:

4. To appropriate \$25,397 to fund FFY 2020 EMPG-S COVID-19 program with grant proceeds.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed Ordinance, Summary Schedule, Supplemental Budget Requests

**ORDINANCE NO.
AMENDMENT NO. 16 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 | | | |
| Non Departmental | 131,227 | (131,227) | - |
| Total General Fund | 131,227 | (131,227) | - |
| Total Election Reserve Fund | 55,570 | (55,570) | - |
| Homeless Housing Fund | 775,315 | (775,315) | - |
| Emergency Management Fund | 25,397 | (25,397) | - |
| Total Supplemental | 987,509 | (987,509) | - |

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/CQuinn/MCaldwell
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

| WHATCOM COUNTY | | | | |
|--|---|---|-------------------------------------|--|
| Summary of the 2020 Supplemental Budget Ordinance No. 16 | | | | |
| Department/Fund | Description | Increased (Decreased) Expenditure | (Increased) Decreased Revenue | Net Effect to Fund Balance (Increase) Decrease |
| General Fund | | | | |
| Non Departmental | To fund Opportunity Council Public Services CDBG 2020-21 program with grant proceeds. | 131,227 | (131,227) | - |
| Total General Fund | | 131,227 | (131,227) | - |
| Election Reserve Fund | | | | |
| Auditor | To fund purchase and installation of ballot drop boxes with grant proceeds. | 13,487 | (13,487) | - |
| Auditor | To fund voter outreach and advertising with grant proceeds. | 12,083 | (12,083) | - |
| Auditor | To fund ballot sorter partial payment with grant proceeds. | 30,000 | (30,000) | - |
| Total Election Reserve Fund | | 55,570 | (55,570) | - |
| Homeless Housing Fund | To fund Housing and Essential Needs program with increase in grant proceeds. | 775,315 | (775,315) | - |
| Emergency Management Fund | To fund FFY2020 EMPG-S COVID-19 program with grant proceeds. | 25,397 | (25,397) | - |
| | | | | |
| Total Supplemental | | 987,509 | (987,509) | - |

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3073

Fund 122

Cost Center 122600

Originator: Kathleen Roy

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: Commerce HEN Grant Increase

X

Department Head Signature (Required on Hard Copy Submission)

Date

| Costs: | Object | Object Description | Amount Requested |
|--------|---------------|-----------------------------|------------------|
| | 4334.0427 | Homeless Grant Asst Program | (\$775,315) |
| | 6610 | Contractual Services | \$775,315 |
| | Request Total | | \$0 |

1a. Description of request:

We are requesting expenditure authority to utilize additional funding available from Washington State Department of Commerce to support housing and homeless programs. This supplemental increases the revenue and expense for this pass through grant. It includes an increase of \$306,000 in Housing and Essential Needs (HEN) funding during 2020. It also includes original award HEN funds higher than anticipated during the department's initial budgeting process and not fully utilized by subcontractors in 2019, but available to spend in 2020.

1b. Primary customers:

Those qualifying for the Housing and Essential Needs Program (HEN), which requires applicants be unable to work for at least 90 days due to a disability, and have zero income or receive Aged, Blind and Disabled cash benefits.

2. Problem to be solved:

Households who are eligible for this assistance do not have sufficient income to access or retain housing independently, and may need resources for essential needs.

3a. Options / Advantages:

Housing and essential needs such as hygiene and sanitation products are critical to supporting people whose income is not sufficient to access housing without assistance.

3b. Cost savings:

HEN provides state funding to counties to serve those at-risk of or experiencing homelessness, thereby saving local costs being used to meet the basic needs of eligible households.

4a. Outcomes:

It is expected that between 7/1/2020 – 6/30/2021, 425 HEN-eligible households will receive essential needs items and cleaning and move-in supplies; and 214 households will receive HEN rent and utility assistance.

4b. Measures:

- Number of HEN eligible households served each month and year to date
- Average amount of subsidy per HEN household
- Number of HEN eligible households defined
- System performance measures as set by the WA State Department of Commerce

5a. Other Departments/Agencies:

n/a

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

Monday, June 22, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3073

Fund 122

Cost Center 122600

Originator: Kathleen Roy

n/a

6. Funding Source:

Washington State Department of Commerce, Housing and Essential Needs grant.

Monday, June 22, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 3085

Fund 1

Cost Center 4289

Originator: Suzanne Mildner

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

Name of Request: OppCo Public Services CDBG Grant 2020-21

X

Department Head Signature (Required on Hard Copy Submission)

Date

| Costs: | Object | Object Description | Amount Requested |
|--------|----------------------|----------------------|------------------|
| | 4333.1422 | HUD-CDBG | (\$131,227) |
| | 6610 | Contractual Services | \$131,227 |
| | Request Total | | \$0 |

1a. Description of request:

This request is for grant revenue from the Washington State Department of Commerce, for pass through to Opportunity Council as subrecipient. This is an annual formula grant for direct public services, delivering housing services to low- and moderate-income residents in Whatcom, Island and San Juan counties.

1b. Primary customers:

Low- and moderate-income residents of Whatcom, Island and San Juan Counties

2. Problem to be solved:

This grant can be accessed through the local government, in partnership with our local community action agency, Opportunity Council. It provides support for the following public services: community outreach, resource referral, client housing education, energy conservation education and other housing services.

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

Accomplish HUD's objective of increasing the availability and accessibility of housing public services. The grant contract period is July 1, 2020 to June 30, 2021.

4b. Measures:

Opportunity Council submits ongoing reports regarding service delivery and numbers of persons served. A final report will be issued at grant closeout.

5a. Other Departments/Agencies:

Opportunity Council and 3 community resource centers in San Juan County

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

Sheri Emerson, Associate Director of Opportunity Council is responsible for overseeing the program services.

6. Funding Source:

Federal grant from HUD through the Washington State Department of Commerce's CDBG Program



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

July 1, 2020

Mr. Satpal Sidhu
County Executive, Whatcom County
311 Grand Avenue #108
Bellingham, WA 98225

Dear Mr. Sidhu:

I am pleased to inform you that Whatcom County is awarded a \$131,227 Community Development Block Grant (CDBG) for public services provided by Opportunity Council. Funding is contingent on the state's receipt of its 2020 annual award from the U.S. Department of Housing and Urban Development.

Prior to grant contract execution, this letter allows you to incur costs not to exceed ten percent of your award for eligible administrative and public services activities after July 1, 2020. Eligible costs will be reimbursed by Commerce after the grant contract is executed. All costs to be reimbursed must comply with applicable state and federal requirements.

The county's 2020 CDBG Public Services Grant contract with Commerce will be emailed to you for your signature in the near future.

Please contact Jeff Hinckle at (360) 725-3060 or jeff.hinckle@commerce.wa.gov if you have any questions.

Sincerely,

Mark K. Barkley
Assistant Director

Enclosures

cc via email: Suzanne Mildner, Grants Coordinator
Sheri Burgler Emerson, Assistant Director, Opportunity Council

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3087

Fund 167

Cost Center 1673520005

Originator: Frances Burkhart

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: 20EMPG-S COVID-19

X

Department Head Signature (Required on Hard Copy Submission)

Date

| Costs: | Object | Object Description | Amount Requested |
|--------|----------------------|-------------------------|------------------|
| | 4333.8704 | FEMA Military | (\$25,397) |
| | 6120 | Extra Help | \$11,582 |
| | 6230 | Social Security | \$890 |
| | 6255 | Other H&W Benefits | \$10 |
| | 6259 | Worker's Comp-Interfund | \$200 |
| | 6269 | Unemployment-Interfund | \$15 |
| | 6510 | Tools & Equip | \$12,700 |
| | Request Total | | \$0 |

1a. Description of request:

The US Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) awarded a FFY2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S) to Whatcom County in the amount of \$25,397 to support the COVID-19 response. This grant will allow Whatcom County Sheriff's Office Division of Emergency Management (WCSO-DEM) to:

1. Fund a part-time temporary Volunteer Coordinator who will work with WCSO-DEM staff in managing volunteer resources during the COVID-19 response, and
2. Purchase 800MHz radios to enhance interoperable communications in support of COVID-19 response.

1b. Primary customers:

Local emergency management, partner agencies, and the residents of Whatcom County.

2. Problem to be solved:

1. Since mid-March 2020, Whatcom County has seen a significant increase in the demand for volunteers, both registered emergency workers and temporary emergency workers, to support the COVID-19 response. A part-time temporary Volunteer Coordinator is needed to support WCSO-DEM staff with the increased complexity of managing these volunteers during the COVID-19 response. This position has been approved by Human Resources and the County Executive.
2. An 800-MHz radio frequency with available capacity has been identified and is available to support COVID-19 radio operations. These 800MHz radios will provide interoperable communications between Whatcom Unified Command and the Health Department, medical surge and testing sites, isolation/quarantine facilities, and other partner agencies and jurisdictions.

3a. Options / Advantages:

20EMPG-S funds have been awarded specifically for these two projects that would otherwise have to be funded with local monies or eliminated.

3b. Cost savings:

\$25,397

4a. Outcomes:

1. Volunteers will support essential and on-going COVID-19 operational activities, including Whatcom

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3087

Fund 167

Cost Center 1673520005

Originator: Frances Burkhart

Unified Command, Emergency Operations Center, PPE/medical supply warehouse and distribution system, food banks, donation center, and COVID-19 testing site.

2. Communications will be maintained between WCSO-DEM and Whatcom Unified Command and the Health Department, medical surge and testing sites, isolation/quarantine facilities, and other partner agencies and jurisdictions.

4b. Measures:

WCSO-DEM and Whatcom Unified Command will monitor program projects.

5a. Other Departments/Agencies:

Department and agency requests for volunteers will be vetted through Whatcom Unified Command.

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

N/A

6. Funding Source:

US Department of Homeland Security/FEMA FFY2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S); CFDA# 97.042.

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3088 Fund 109 Cost Center 10924 Originator: Stacy Henthorn

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

Name of Request: State Grant Civic Engagement carry over

X

Diana Bradish

7/17/20

Department Head Signature (Required on Hard Copy Submission)

Date

| Costs: | Object | Object Description | Amount Requested |
|--------|---------------|-----------------------|------------------|
| | 4334.0031 | State Elections Grant | (\$12,083) |
| | 6810 | Advertising | \$12,083 |
| | Request Total | | \$0 |

1a. Description of request:

Whatcom County received a grant from the state for civic engagement. This grant is to fund voter outreach and advertising in order to educate voters about improvements in regard to state Election Laws that will impact the 2019 and 2020 elections. Funds would be used for media advertising (print, radio, and social media), brochures, posters and similar materials. We anticipated the media campaign would be completed by the end of 2019. However, a multi-county campaign was delayed until 2020 so funds were carried over.

1b. Primary customers:

Voters of Whatcom County

2. Problem to be solved:

The Washington State Legislature appropriated funds and mandated that the Office of the Secretary of State and County Auditor collaborate to increase voter participation and educate voters.

3a. Options / Advantages:

There are no other options.

3b. Cost savings:

There are no cost savings.

4a. Outcomes:

Printing of materials will be completed by the end of the year, and a contract for media services will be executed for advertisements over a period of months leading up to the 2020 Presidential election.

4b. Measures:

The print materials will be distributed and the media ads will take place.

5a. Other Departments/Agencies:

None

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

None

6. Funding Source:

State grant funds

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3089

Fund 109

Cost Center 10925

Originator: Stacy Henthorn

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Ballot Drop Boxes

X

Diana Bradwell

7/17/20

Department Head Signature (Required on Hard Copy Submission)

Date

| Costs: | Object | Object Description | Amount Requested |
|--------|---------------|------------------------|------------------|
| | 4333.9041 | HAVA Election Security | (\$13,487) |
| | 6510 | Tools & Equip | \$13,487 |
| | Request Total | | \$0 |

1a. Description of request:

Purchase and install two large ballot drop boxes with skins, and heavy duty locks. The two new ballot drop boxes will be installed at two existing locations and then those medium ballot drop boxes will be moved to locations with small ballot drop boxes.

1b. Primary customers:

Voters of Whatcom County

2. Problem to be solved:

Of the 18 drop boxes located in Whatcom County, 4 of them are inadequate in size for large elections. This has resulted in numerous calls during the elections that the box is overflowing causing significant security risk for ballots deposited. Despite increasing pick-up times at certain locations, we have still found the boxes inadequate during high turnout. This project will procure and install large drop boxes in two locations, and the medium boxes from those locations will be moved to replace two small boxes.

3a. Options / Advantages:

Replacing the current ballot drop box from medium to large size will result in better security and better use of elections resources.

3b. Cost savings:

None

4a. Outcomes:

The two replaced ballot drop boxes will not overflow causing a security issue along with an unscheduled pickup.

4b. Measures:

Ballot drop boxes around Whatcom County will be of adequate size to hold ballots dropped at these locations preventing overflowing issues.

5a. Other Departments/Agencies:

No.

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

AS-Facilities will assist with contractual work for ground installation.

6. Funding Source:

2020 HAVA Election Security Grant.

Friday, July 17, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3090

Fund 109

Cost Center 10925

Originator: Stacy Henthorn

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: HAVA Grant Ballot Sorter Partial Payment

X

Diane Bradiech

7/20/20

Department Head Signature (Required on Hard Copy Submission)

Date

| Costs: | Object | Object Description | Amount Requested |
|--------|---------------|--------------------------|------------------|
| | 4333.9041 | HAVA Election Security | (\$30,000) |
| | 7410 | Equipment-Capital Outlay | \$30,000 |
| | Request Total | | \$0 |

1a. Description of request:

The County Council previously approved a Supplemental Budget Request in the amount of \$286,098 for a ballot sorter for elections to be paid for from a Federal CARES grant.

We have approval from the state to allocate \$30,000 from the 2020 HAVA Election Security Grant to pay for a portion of the ballot sorter due to security issues with an old operating system. This request will pay for delivery charges not included in the original cost estimate and free up money in the CARES grant for a faster ballot scanner for COVID mitigation in elections. This request does not increase the cost of the sorter.

1b. Primary customers:

Voters and staff working in Elections.

2. Problem to be solved:

Whatcom County received a HAVA Election Security Grant to address security concerns identified by the Secretary of State's office. It was discovered the current mail ballot sorter was operating on an outdated Windows platform with no plans of updating. Purchasing a new ballot sorter solved the outdated Windows platform issue reducing a potential security risk. We also need to cover shipping/delivery charges not in the original cost estimate. In addition we are trying to address as many solutions for COVID mitigation in the elections process, and this will free up funding in the CARES grant to purchase a faster ballot scanner to reduce handling of potentially contaminated records and reduce the amount of time staff spend working in close proximity.

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 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:

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3090

Fund 109

Cost Center 10925

Originator: Stacy Henthorn

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

6. Funding Source:

2020 HAVA Election Security Grant.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-310

| | | | | | |
|----------------------|----------------------------|--------------------|--------------------------------------|----------------------|--------------|
| File ID: | AB2020-310 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/21/2020 | Entered by: | AHester@co.whatcom.wa.us | | |
| Department: | Public Works Department | File Type: | Ordinance Requiring a Public Hearing | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 09/15/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Ordinance granting Gordon Montgomery and John Milobar, a non-exclusive franchise for the provision of sewer services

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for the use and presence in County Rights-of-Way for the provision of sewer services

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Proposed ordinance

JON HUTCHINGS
DIRECTOR



MEMORANDUM

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

THROUGH: Jon Hutchings, Director

FROM: Andrew Hester, Public Works Real Estate Coordinator

AH

RE: Franchise for Gordon Montgomery and John Milobar

DATE: July 21, 2020

▪ **Requested Action**

Adopt an ordinance that grants a franchise to Gordon Montgomery and John Milobar, allowing for the use of County Rights of Way to lay, construct, maintain, and repair sewer lines to provide sewer service from the City of Blaine to the Ridge at Semiahmoo, a 26-lot plat per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

▪ **Background and Purpose**

Gordon Montgomery and John Milobar have applied for a new franchise agreement for the purposes of utilizing County rights of way to provide sewer service.

Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

Encl.

SPONSORED BY: _____

PROPOSED BY: Executive

INTRODUCTION DATE: _____

ORDINANCE NO. _____

GRANTING GORDON MONTGOMERY AND JOHN MILOBAR A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO ALLOW FOR THE PROVISION OF SEWER SERVICES.

WHEREAS, Gordon Montgomery and John Milobar ("Grantees") have applied for a twenty-five (25) year franchise; and

WHEREAS, the Home Rule Charter for Whatcom County authorizes the County Council to grant non-exclusive franchises for a fixed term not to exceed 25 years for the use of any street, road, or public place;

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, Gordon Montgomery and John Milobar seek a non-exclusive twenty-five (25) year franchise to construct, erect, alter, lay, support, connect, improve, renew, replace, repair, operate and maintain a sanitary sewer main upon, under, over, across and along certain roads and other areas in Whatcom County, Washington; and

WHEREAS, the application of Gordon Montgomery and John Milobar having come on regularly to be heard by the County Council on the ____ day of _____, 2020, and notice of this hearing having been duly published on the ____ day of _____, 2020, and the ____ day of _____, 2020, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, it appears to the Council that notice of said application and hearing thereon has been given as required by law in RCW 36.55.040; and

WHEREAS, this Council finds, after having considered said application and being otherwise fully advised in the premises, that it is in the public interest for this Council to grant the franchise for a period of twenty-five (25) years; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the language set forth below, in Sections 1 through 20, shall constitute the franchise agreement between Whatcom County and Gordon Montgomery and John Milobar (hereinafter "Grantees"), which shall be and become effective as set forth in Section 13 of this agreement:

Section 1. Definitions.

1.1 Where used in this franchise agreement ("Franchise"), the following terms shall mean:

1.1.1 "County" means the County of Whatcom, a political subdivision of the State of Washington, and its successors and assigns.

1.1.2 "Franchise Area" means that portion of Semiahmoo Drive extending southerly from Shearwater Road 2,000 feet more or less as depicted on Figure 1.

1.1.3 "Facilities" means, collectively, any and all sewer transmission and distribution systems, including but not limited to tanks, meters, pipes, mains, services, valves, manholes, pressure reducing valves ("PRVs"), pump stations, meter stations and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.4 "Grantees" means Gordon Montgomery and John Milobar, and their successors and assigns.

1.1.5 "Ordinance" means Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

1.1.6 "Right-of-Way": As used herein shall refer to the surface of and space along, above, and below any public street, road, way, lane, drive, alley or easement within the Franchise Area;

1.1.7 "Relocation": As used herein shall mean to protect, support, temporarily disconnect, relocate and/or remove Grantees' facilities within or from within the County right-of-way.

Section 2. Facilities Within Franchise Area.

2.1 The County does hereby grant to Grantees a Franchise, and the right, privilege, and authority thereunder, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a sanitary sewer main, in, under, on, across, over, through, along, or below the public rights-of-way located in the Franchise Area.

2.2 This Franchise is subject to the terms and conditions hereinafter set forth.

Section 3. County Authority.

3.1 The County, in granting this Franchise, does not waive any rights which it now has or may hereafter acquire with respect to the Franchise Area, and this Franchise shall not be construed to deprive the County of any powers, rights, or privileges which it now has, or may hereafter acquire, to regulate the use of and to control the Franchise Area.

Section 4. Noninterference of Facilities.

4.1 As to new Facilities, Grantees' Facilities shall be placed and maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Prior to the installation of new Facilities within the Franchise Area, Grantees may request that the County determine whether the proposed placement of the Facilities will unreasonably interfere with the free and safe passage of traffic, and the County shall make such determination in writing within a reasonable period of time. If the proposed location is not approved by the County Engineer, the County Engineer shall advise in writing what reasonable modifications to the proposed location of the Facilities are necessary for the County Engineer to issue a determination that the proposed location of the Facilities will not unreasonably interfere with the free and safe passage of traffic.

If Grantees proceed to install new Facilities without first obtaining the County Engineer's determination that the proposed location of the Facilities will then unreasonably interfere with the free and safe passage of traffic then, upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Grantees which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Grantees shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Applicant by such County codes and ordinances.

4.2 Grantees' Facilities shall be maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Upon a determination by the County that the placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Grantees which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Grantees shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Grantees by such County codes and ordinances.

4.3 All construction or installation of such Facilities, service, repair, or relocation of the same, performed over, above, along or under the Franchise Area shall be done in such a manner as not to interfere unreasonably with the construction and maintenance of other existing utilities, lines, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of the Franchise Area. The owners of all utilities, public or private, installed in the Franchise Area prior in time to the Facilities of Grantees shall have preference as to the positioning and location of such utilities so installed with respect to Grantees. Such preference shall continue in the event of the necessity of relocating or changing the grade of the Franchise Area. Grantees shall have such preference as to owners of all utilities, public or private, initially installed in the Franchise Area subsequent in

time to Grantees' Facilities.

4.4 The locating, laying, construction, operation and maintenance of Grantees' Facilities authorized by this Franchise shall not preclude the County, its agents or its contractors from blasting, grading, excavating, or doing other necessary road work contiguous to Grantees' Facilities, provided that Grantees' and the County shall first check with the locator service to determine whether or not any of Grantees' lines are located in the proposed work area. Upon finding from the locator service that Grantees do have lines located within the proposed work area, the County shall provide Grantees with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Grantees may protect its Facilities. Failure of Grantees to properly notify the locator service of the location of its lines and Facilities shall relieve County of its duty to provide Grantees the otherwise-required advance notice of proposed work.

4.5 Grantees shall maintain all above-ground Facilities that it places in the Franchise Area. In order to avoid interference with the County's ability to maintain the Franchise Area, Grantees shall provide a clear zone of five (5) feet on all sides of such above-ground Facilities. If Grantees fail to comply with this provision, and by its failure, property is damaged, then Grantees shall be deemed responsible for all damages caused thereby and the County shall be released from any responsibility therefore. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations.

Section 5. Construction Within the Franchise Area.

5.1 All construction and installation work within the Franchise Area shall be subject to the approval and pass the inspection of the County Engineer, and shall conform to all applicable local, state and federal standards, codes or regulations, and the County expressly reserves the right to prescribe standards as to how and where Facilities shall be installed. The standards shall be consistent with reasonable standards and standard engineering practices in the applicable industries.

5.2 Prior to commencement of construction of any new Facilities, Grantees shall first file with the County Engineer its application for permits to do such work, together with plans and specifications in duplicate showing the position and location of all such Facilities sought to be constructed, laid, installed or erected at that time showing their position relative to existing County roads, rights-of-way, or other County property within the Franchise Area upon plans drawn to scale. The Facilities shall be laid in conformity with said plans and specifications of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced without Grantees first securing a written permit from the County Engineer, including approval endorsed on one set of plans and specifications returned to Grantees. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. Grantees shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

5.3 In any work which requires breaking of soil within the Franchise Area for the purpose of laying, relaying, connecting, disconnecting, constructing, maintaining and repairing Grantees' Facilities, and making connections between the same to structures and buildings of consumers or making connections to other Facilities now in existence or hereafter constructed, Grantees shall be governed by and conform to the general rules adopted by the County Engineer; and Grantees at its own expense and with due diligence shall complete the work for which the soil has been broken and forthwith replace the work and make good the Franchise Area and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the soil within the Franchise Area shall be done prior to the obtaining of a permit issued by the County Engineer. Applications for such a permit shall be accompanied by specifications for the restoration of the Franchise Area to the same condition as it was in prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the soil is commenced; provided further, that the County Engineer may require a performance bond in a reasonable sum sufficient to guarantee that such Franchise Area shall be restored to the same condition as it was in prior to such breaking of the soil, the amount of said bond to be fixed by the County Engineer. Grantees shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The County Engineer may at any time do, order, or have done, any and all work that the County Engineer considers necessary to restore to a safe condition any Franchise Area left by Grantees or its agents in a condition dangerous to life or property, and Grantees shall, upon demand, pay to the County all costs of such work, the County having first provided notice of such condition to Grantees and allowing Grantees a reasonable time to cure such unsafe condition, provided however, in the event of damage to the Franchise Area caused by Grantees that necessitates immediate repair by the County or its agents on an emergency basis where notice to Grantees or providing an opportunity to cure is not feasible considering nature of the emergency and necessary repair, as determined by the County Engineer using professional engineering standards, no such notice and reasonable time to cure shall be required as a condition of repayment by Grantees .

5.4 In preparing plans and specifications for the installation of Facilities within the Franchise Area, Grantees shall reasonably conform to the standards and specifications established by the County Engineer. Grantees shall consult with the County Engineer if Grantees plan to deviate from the established standards and specifications in the course of installing Facilities within the Franchise Area and shall demonstrate to the satisfaction of the County Engineer that its plans will achieve a legal and functionally equivalent result.

5.5 All work done by and for Grantees under this Franchise shall be done in a thorough and workmanlike manner. In the construction of Facilities and the opening of trenches within and the tunneling under the Franchise Area, Grantees shall leave such trenches and tunnels in such a way as to interfere as little as possible with public travel, and shall take all due and necessary precautions to guard against the same, so that damage or injury shall not occur or arise by reason of such work. Where any of such trenches, ditches, or tunnels are left open at night, Grantees shall place warning lights and barricades at such a position as to give adequate warning of such work, per the MUTCD (Manual on Uniform Traffic Control Devices). Grantees shall be liable for any injury to person or persons or damage to property to the extent proximately caused by its carelessness or neglect, or to the extent proximately caused by any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by Grantees .

5.6 Before any work is performed under this Franchise which may affect any existing

monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, Grantees shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during Grantees' operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Grantees. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

Section 6. Relocation of Facilities.

6.1 Grantees shall, at their sole expense and with due diligence, relocate or adjust the elevation of any of its Facilities upon receipt of written request from the County Engineer when determined reasonably necessary based upon sound engineering principles by the County Engineer for improvement to the County facilities in the Franchise Area, provided that the elevations required by the County are not in violation of local, state or federal law and are reasonably necessary for safety purposes. Grantees shall coordinate such relocation or adjustment of its Facilities with the County and shall perform the same in a timely fashion so that, absent conditions beyond the control of Grantees, such relocation or adjustment of Grantees' Facilities will not impede or delay pending changes to the Franchise Area.

6.2 Grantees may propose to the County alternatives to reduce or eliminate the need for relocation of its Facilities pursuant to Section 6.1. Upon the County's receipt from Grantees of such alternatives in writing, the County shall evaluate such alternatives and shall advise Grantees in writing if one or more of such alternatives are suitable to accommodate the work that would otherwise necessitate relocation of Grantees' Facilities. In evaluating such alternatives, the County shall give each alternative proposed by Grantees full and fair consideration with due regard to all the facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the County reasonably determines that such alternatives are not appropriate, Grantees shall relocate its Facilities as otherwise provided in Section 6.1. Any acceptance by the County of such alternatives shall not excuse (nor shall be construed to excuse) Grantees from future relocation or adjustment of Grantees' Facilities pursuant to this Section 6.

6.3 As qualified in Sections 6.1 and 6.2 above, and in Section 6.4 below, whenever any person or entity, other than the County, requires the relocation of Grantees' Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the County requires the relocation of Grantees' Facilities within the Franchise Area for the benefit of any person or entity other than the County, then Grantees shall have the right as a condition of such relocation to require such person or entity to:

6.3.1 Make payment to Grantees, at a time and upon terms acceptable to Grantees, which acceptance shall not be unreasonably withheld, for any and all costs and expenses incurred by Grantees in the relocation of Grantees' Facilities; and

6.3.2 Indemnify and save Grantees harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Grantees' Facilities, to the extent such

injury or damage is caused by the negligence of the person or entity requesting the relocation of Grantees' Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Grantees' Facilities.

6.4 Any condition or requirement imposed by the County upon any person or entity, other than Grantees or the County (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Grantees' Facilities shall be a required relocation for purposes of Section 6.3; provided, however:

6.4.1 If the County notifies Grantees in writing that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the grading or widening of the Franchise Area on the County's behalf consistent with the County's Six-Year Road Construction Program, then Grantees shall relocate its Facilities within the Franchise Area in accordance with Section 6.1.

6.4.2 If the County notifies Grantees in writing that the County will bear a portion of the costs of, or will provide funding towards, a project that includes grading or widening of the Franchise Area resulting from the imposition of such condition or requirement upon such person or entity, then Grantees agree to bear a portion of its costs and expenses to relocate its Facilities to accommodate such grading or widening, such portion borne by Grantees being a percentage equal to that percentage of such project's costs borne or funded by the County (the "County Contribution"); provided, however, in no event shall such portion borne by Grantees exceed the dollar amount of such County Contribution. "Project" shall mean that work directly bearing on the area that necessitates relocation by Grantees, and shall not include other off-site improvements that may be performed at the same time. In all other respects such relocation shall be a required relocation for the purposes of Section 6.3 and without limiting the foregoing, Grantees shall have the right as a condition of such relocation to require such person or entity to pay to Grantees all relocation costs and expenses in excess of the portion borne by Grantees under this Section 6.4.2.

6.4.3 If the Facilities to be relocated pursuant to this subsection 6.4 have been located at or relocated within the preceding five (5) years to a location upon which the County had agreed at the time without reservation, then Grantees shall be entitled to recovery of all its costs and expenses incurred in the relocation of its Facilities from the party on whom the condition for road improvements was placed. Documentation of any such agreement between the County and Grantees shall be kept in conjunction with the encroachment permit issued by the County for the work of relocation.

6.5 Nothing in this Section 6 shall require Grantees to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from or addressed by this Franchise.

Section 7. Indemnification.

7.1 To the extent permitted by law, Grantees shall defend, indemnify and hold the County harmless from any and all claims, demands, suits, actions, costs and expenses, including but not limited to attorney's fees, made against it on account of injury or damage to the person or property of another, but only to the extent such injury or damage is caused by the

actions or failure to act of Grantees , its agents, servants or employees in exercising the rights granted to Grantees in this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the County, the County shall promptly notify Grantees thereof, and Grantees shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the County based upon any such claim or demand, the County shall likewise promptly notify Grantees thereof, and Grantees shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. Notwithstanding the foregoing, if damages to another or others result from concurrent negligence of Grantees and the County, Grantees and the County shall each be responsible for, and this indemnification provision shall be operative so that each party bears, the proportionate share attributable to its own negligence.

In case judgment which is not appealed shall be rendered against the County in such suit or action, Grantees shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon Grantees' failure to satisfy said judgment within ninety (90) days, the County may elect to terminate this Franchise pursuant to the terms of Section 19 herein. The provision for reimbursement of the County shall survive the termination of this Franchise.

7.2 Acceptance by the County of any work performed by Grantees at the time of completion shall not be grounds for avoidance of the covenant in Section 7.1 above.

Section 8. Acquisition of Right-of-Way.

8.1 In the event that Grantees propose to acquire easements for the location or relocation of its Facilities outside of, and adjacent to the Franchise Area, Grantees shall notify the County of the same and the County shall have the option, with the concurrence of Grantees, to acquire in place of such Grantees proposed easements, additional public rights-of-way or equivalent public utility easements for use by Grantees . Any such public rights-of-way acquired by the County shall become Franchise Area. Any such public utility easements so acquired by the County shall not be Franchise Area (and shall not be subject to the terms and conditions of this Franchise) and Grantees' use of such public utility easements shall be subject to the terms and conditions of such public utility easements.

Section 9. Vacation of the Franchise Area.

9.1 If at any time the County shall seek to vacate any portion of the Franchise Area and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area for use by the County, in either its proprietary or governmental capacity, and there are no Facilities located in the Franchise Area, then the County Engineer may at his option and by giving thirty (30) days written notice to Grantees , terminate this franchise with reference to such portion of the Franchise Area so vacated, and the County shall not be liable for any damages or loss to Grantees allegedly incurred by reason of such termination. Nothing herein shall limit or prevent Grantees from exercising its powers of eminent domain. Should Grantees notify the County of its intent to consider exercising its power of eminent domain to obtain an easement for the Facilities located within the area of the Franchise to be terminated, the termination of the Franchise shall be tolled for a period of no less than one hundred and twenty (120) days from the date of notice.

9.2 If at any time the County shall vacate any portion of the Franchise Area in which Facilities are installed at the time of said vacation, and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area by other than the County, then the County shall, in its vacation procedure, unless otherwise waived in writing by Grantees , reserve an easement to Grantees for Grantees' Facilities as reasonably necessary for the continued use, operation, maintenance and repair of the Facilities as located in the portion of the Franchise Area to be vacated.

Section 10. Moving Buildings within the Franchise Area.

10.1 If any person or entity obtains permission from the County to use the Franchise Area for the moving or removal of any building or other object, the County shall, prior to granting such permission, direct such person or entity to arrange with Grantees for the temporary adjustment of Grantees' Facilities necessary to accommodate the moving or removal of such building or other object. Such person or entity shall make such arrangements, upon terms and conditions acceptable to Grantees, not less than fourteen (14) days prior to the moving or removal of such building or other object. In such event, Grantees shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its Facilities which may obstruct the moving or removal of such building or object.

Section 11. Locating Facilities.

11.1 Grantees and the County acknowledge and commit to full compliance with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities.

Section 12. Nonexclusive Franchise.

12.1 This Franchise is not and shall not be deemed to be an exclusive franchise. It shall not in any manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over, and upon any part of the Franchise Area, and shall in no way prevent or prohibit the County from constructing, altering, maintaining, using, or vacating any part thereof , or affect its jurisdiction over any part thereof with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

Section 13. Franchise Term; Effect on Existing Franchises for Same Purpose.

13.1 This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from and after the effective date of the Ordinance; provided, however, Grantees shall have no rights under this Franchise nor shall Grantees be bound by the terms and conditions of this Franchise unless Grantees shall, within thirty (30) days after the effective date of the Ordinance, file with the County its written acceptance of the franchise agreement contained within the Ordinance.

13.1.1 No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and County Director of Public Works and such written acceptance shall be in the form and substance as

shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise; and

13.1.2 Such written acceptance shall be filed by Grantees not later than the thirtieth (30th) day following the effective date of the Ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Grantees shall be deemed to have rejected the same. In case of Grantees' tardy acceptance of franchise, the County's recognition thereof shall be strictly at its discretion.

13.2 This Franchise agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Franchise agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

Section 14. Assignment.

14.1 Neither this Franchise nor any interest herein shall be sold, transferred, or assigned without the prior consent in writing of the County Council, which consent shall not be unreasonably withheld, except that the Grantees may mortgage this Franchise to the trustee for its bond holders. Any approved assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the County, together with its written acceptance of all terms and conditions of this Franchise.

14.2 All the provisions, conditions, and requirements herein contained shall be binding upon the successors and assigns of Grantees, and all privileges, as well as all obligations and liabilities of the grantee shall inure to its successors and assigns equally as if they were specifically mentioned wherever Grantees is mentioned.

Section 15. Amendment.

15.1 Except as addressed in and through Section 15.3 below, this Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the County in conjunction with the exercise (or failure to exercise) by Grantees any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

15.1.1 References this Franchise; and

15.1.2 States that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other

document, the provisions of this Franchise shall control.

15.2 If, during the term of this Franchise, there becomes effective any change in federal or state law (including changes approved by the Washington Utilities and Transportation Commission) which:

15.2.1 Affords either party the opportunity to negotiate in good faith a term or condition of this Franchise which term or condition would not have, prior to such change, been consistent with federal or state law; or

15.2.2 Pre-empts or otherwise renders null and void any term or condition of this Franchise which has there-to-fore been negotiated in good faith; then, in such event, either party may notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall encompass only the specific term or condition affected by such change in federal or state law and neither party shall be obligated to re-open negotiation on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of such written notice, the parties shall, at a mutually agreeable time and place, commence such negotiations. Pending completion of such negotiations resulting in mutually agreeable amendment of this Franchise, adoption of such amendment by Ordinance by the County and acceptance of such Ordinance by Grantees, and except as to any portion thereof which has been pre-empted or otherwise rendered null and void by such change in federal or state law, this Franchise shall remain in full force and effect.

15.3 Notwithstanding any language to the contrary contained herein, this Franchise is subject to the provisions of the Whatcom County Charter, Section 9.30, and all rights belonging to the County and its people as set forth therein are hereby reserved thereto.

Section 16. Miscellaneous

16.1 If any term, provision, condition, or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

16.2 This Franchise is subject to the requirements of any and all applicable laws, rules, and regulations, including the Whatcom County Code, as currently enacted or hereafter modified. In the event of any actual conflict between the provisions of this Franchise and the requirements of the Whatcom County Code or County-enacted rules or regulations, the provisions of this Franchise shall control, to the extent authorized by law.

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

For County: County Executive
Whatcom County Courthouse.
311 Grand Ave.
Bellingham, WA 98225

For Grantee: Gordon and Doreen Montgomery
8741 Semiahmoo Dr.
Blaine, WA 98230

John Milobar
415-2366 Wall St.
Vancouver, B.C. V5L4Y1
Canada

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

16.4 No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Franchise or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Franchise, and each and every covenant, agreement, term and condition of this franchise shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

Section 17. Incorporation and Annexation.

17.1 Whenever any part of the Franchise Area, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, this Franchise shall continue in force and effect as to all of the Franchise Area not so included in city or town limits.

Section 18. Insurance.

18.1 During the term of this Franchise Grantees, its successors and assigns, shall maintain and keep in effect, a liability insurance policy covering all liability of Grantees to the County, including any assumed by contract between Grantees and any other party, with limits at least in the amount of \$2,000,000. In lieu of the insurance requirement of this Section, Grantees may self-insure against such risks. At the time of Grantees' acceptance of this Franchise and otherwise upon the County's request, Grantees shall provide the County with certificate(s) of insurance or evidence of self-insurance reflecting the requirements of this section.

Section 19. Forfeiture and Termination of Franchise.

19.1 If Grantees shall willfully violate or fail, through willful or unreasonable neglect, to

comply with any of the provisions of this Franchise for sixty (60) days after receipt of written notice from the County, then the County shall have the right by ordinance to declare Grantees' forfeiture of all rights hereunder and to declare this Franchise terminated and of no further force or effect thereafter; provided, however, if any failure to comply with this Franchise by Grantees cannot be corrected with due diligence within said sixty (60) day period (Grantees' obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Grantees may so comply shall be extended for such time as may be reasonably necessary and so long as Grantees commences promptly and diligently to effect such compliance.

Section 20. Effective Date.

20.1 This Ordinance shall be effective ten (10) days after being signed by the County Executive, with the Franchise granted hereunder finally effective pursuant to the terms of Sections 13.1, 13.1.1, and 13.1.2, having been: (i) introduced to the County Council not less than thirteen (13) days before its passage; (ii) brought to public notice by such notice having been posted in three (3) public places in Bellingham at least fifteen (15) days before the day fixed for the public hearing; (iii) published at least twice in the official newspaper for the County and no later than five (5) days prior to the day fixed for the hearing and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the County of Whatcom by a vote of at least _____ members of the County Council on _____, 2020.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

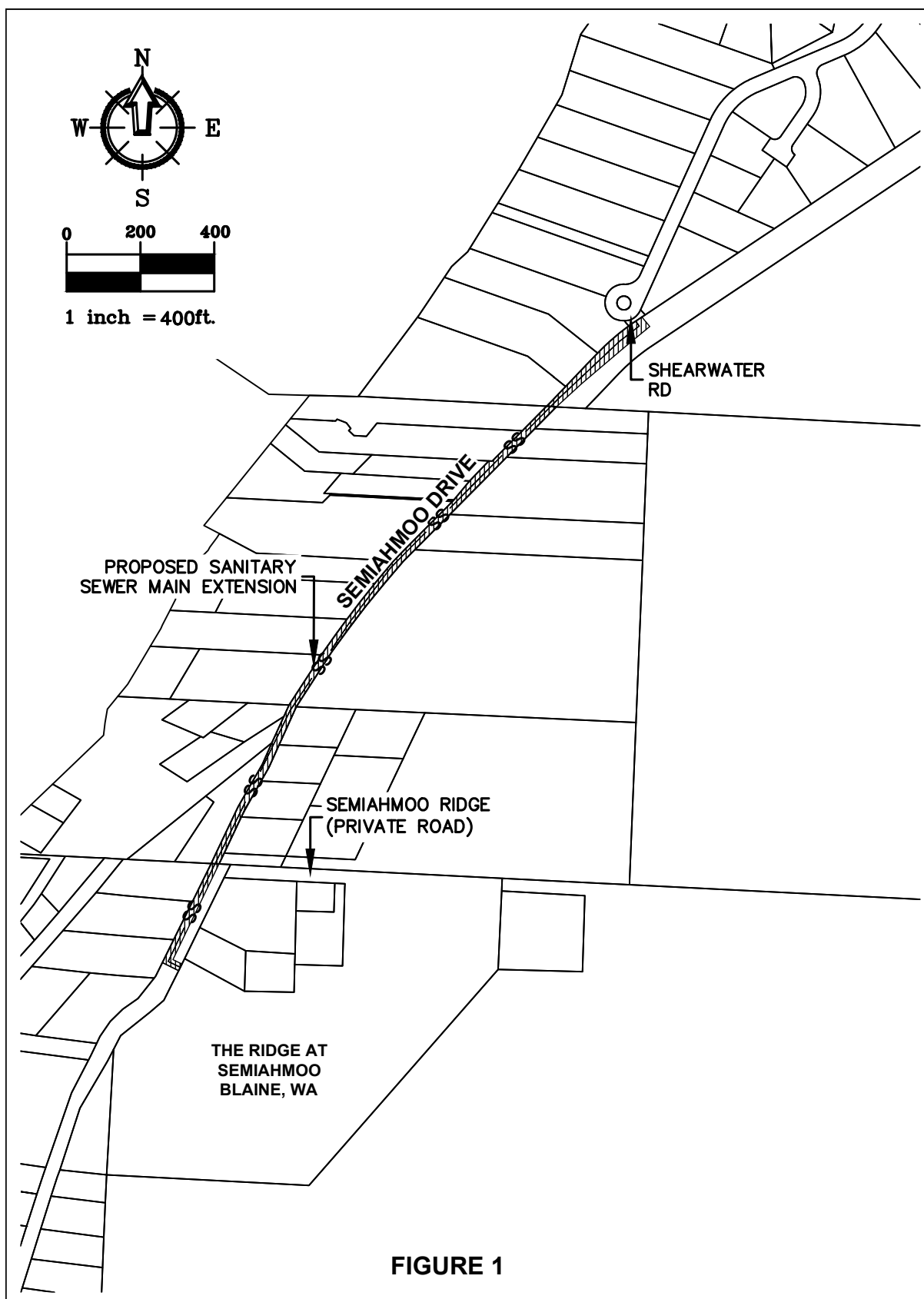
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

() Approved () Denied

Christopher Quinn
Civil Deputy Prosecutor
(authorized via email: 7/21/2020)

Satpal Singh Sidhu, County Executive



APPLICATION FOR FRANCHISE

RECEIVED

NOV 25 2019

WHATCOM COUNTY
COUNCIL

TO THE WHATCOM COUNTY COUNCIL:

COMES NOW, Gordon Montgomery and John Milobar

who respectfully petitions the Whatcom County Council for a twenty-five (25) year franchise to lay, construct, maintain, and repair

sewer lines to provide sewer service from the City of Blaine to the Ridge at Semiahmoo, a 26-lotplat, on Parcel No. 4051153184800000

and all necessary appurtenances along, over, and across the following roads situated in Whatcom County, Washington:

Semiahmoo Drive as depicted in the attached engineer's sketch

The petitioner further requests that the Whatcom County Council fix a time and place for a public hearing on the granting of this continuation of franchise, and that public notice be given, at the expense of the petitioner, as provided by law; and that, at said hearing, petitioner be granted the franchise continuation herein requested.

DATED: 11-25-19

Dannon Traxler

Langabeer & Traxler, PS (as agent)
Company Name

2701 Meridian Street
Mailing Address

Bellingham, WA 98225

City State Zip

360-671-6460 ext. 1

Phone Number


Signature of authorized agent/owner

Dannon C. Traxler
Print or type name

Chapter 12.24 FRANCHISE REQUIREMENTS

Sections:

- 12.24.011 Authority.
- 12.24.021 Application requirements.
- 12.24.025 Transfer of ownership or control.
- 12.24.031 Forward to public works.
- 12.24.041 Ordinance.
- 12.24.051 Application – Notice of hearing.
- 12.24.061 Recording of franchise.
- 12.24.070 Submittal of plans and specifications.
- 12.24.080 Time limit.
- 12.24.090 Surety bonds.
- 12.24.100 Inspection.
- 12.24.110 Approval of alteration or revision.
- 12.24.120 Liability for construction or maintenance.

12.24.011 Authority.

This chapter is enacted pursuant to authority contained in Chapter 36.55 RCW and Whatcom County Charter Section 9.30. (Ord. 2008-005 Exh. A; Ord. 2004-022).

12.24.021 Application requirements.

A. Application for franchises on county roads and bridges shall be submitted to the Whatcom County council pursuant to RCW 36.55.040.

B. Every franchise application submitted to the county council shall be accompanied by a franchise application fee as set forth in the current Whatcom County unified fee schedule.

C. Every franchise application submitted to the county council must also be accompanied by a sketch of the proposed installation. (Ord. 2008-005 Exh. A; Ord. 2004-022).

12.24.025 Transfer of ownership or control.

A. A franchise shall not be sold, transferred, leased, assigned or disposed of in whole or in part either by sale, voluntary or involuntary merger, consolidation or otherwise, unless approval is granted by the county council to ensure a review of circumstances not present at the time of the adoption of the original franchise. The council's approval shall not be unreasonably withheld.

Such costs associated with this review process shall be reimbursed to the county council by a new prospective franchisee.

B. An assignment of a franchise shall be deemed to occur if there is an actual change in control or where ownership of 50 percent or more of the beneficial interests, singly or collectively, are obtained by other parties. The word "control" as use herein is not limited to majority stock ownership only, but includes actual working control in whatever manner exercised.

C. A franchisee shall promptly notify the county council prior to any proposed change in, or transfer of or acquisition by any other party of control of a franchisee's company. Every change, transfer, or acquisition by any other party of control of a franchisee's company shall cause a review of the proposed transfer. In the event that the county council adopts a resolution denying its consent and such change transfer or acquisition of control has been effected, the county may cancel the franchise. Approval shall not be required for mortgaging purposes or if said transfer is from a franchisee to another person or entity controlling, controlled by, or under common control with a franchisee.

D. Application for transfer of ownership or control shall be submitted to the county council.

E. Every franchise application for transfer of ownership submitted to the county council shall be accompanied by a franchise transfer of ownership fee as set forth in the current Whatcom County Unified Fee Schedule.

F. Regardless of the circumstances, a franchisee shall promptly notify the county prior to any proposed name change of the franchisee's company. In the event that the county approves a resolution withholding its consent to the name change within 60 days of receipt of notice thereof, the county may cancel the franchise unless the parties to such change reverse its effects within 60 days after the county notifies the franchisee of its intent to cancel the franchise hereunder. (Ord. 2008-005 Exh. A).

12.24.031 Forward to public works.

Upon receipt of franchise application, application fee, and sketch of proposed installation, or application for transfer of ownership and transfer of ownership fee, the clerk of the council shall forward a complete copy to the director of Whatcom County public works or the county engineer. (Ord. 2008-005 Exh. A; Ord. 2004-022; Ord. 93-066 Exh. A; prior code § 4.44.010. Formerly 12.24.010).

12.24.041 Ordinance.

Whatcom County public works director or the county engineer shall prepare an ordinance granting the franchise for consideration by the county council. (Ord. 2008-005 Exh. A; Ord. 2004-022).

12.24.051 Application – Notice of hearing.

The clerk of the council shall schedule a public hearing on the ordinance granting the franchise pursuant to RCW 36.55.050. (Ord. 2008-005 Exh. A; Ord. 2004-022).

12.24.061 Recording of franchise.

The Whatcom County council clerk shall cause the franchise to be recorded by the county auditor pursuant to RCW 36.55.080. (Ord. 2008-005 Exh. A; Ord. 2004-022).

12.24.070 Submittal of plans and specifications.

There shall be submitted to the director of Whatcom County public works or the county engineer three copies of the final plans, specifications or special provisions of the proposed installation, at the time of the granting of a franchise. (Ord. 2008-005 Exh. A; Ord. 2004-022; Ord. 93-066 Exh. A; prior code § 4.44.020. Formerly 12.24.020).

12.24.080 Time limit.

There shall be a time limit imposed upon the construction of any facility granted by franchise on any county road or bridge, subject to the approval of the county engineer. (Ord. 2008-005 Exh. A; Ord. 2004-022; prior code § 4.44.030. Formerly 12.24.030).

12.24.090 Surety bonds.

There shall be a surety bond posted at the time of granting a franchise for any facility upon a county road or bridge to ensure replacement of any county road or bridge to its original condition and shall be in an amount not less than 10 percent of the total estimate of the proposed installation and releasable only by the county engineer. (Ord. 2008-005 Exh. A; Ord. 2004-022; Ord. 93-066 Exh. A; prior code § 4.44.040. Formerly 12.24.040).

12.24.100 Inspection.

There shall be adequate inspection by an inspector approved by the county engineer who shall be responsible to the county engineer for all construction of any facility upon any county road or bridge. (Ord. 2008-005 Exh. A; Ord. 2004-022; prior code § 4.44.050. Formerly 12.24.050).

12.24.110 Approval of alteration or revision.

No alteration or revisions of plans as submitted at the time of granting a franchise shall be permitted by a person or persons, or any franchise-holder, unless prior approval is requested and submitted to the county engineer. (Ord. 2008-005 Exh. A; Ord. 2004-022; Ord. 93-066 Exh. A; prior code § 4.44.060. Formerly 12.24.060).

12.24.120 Liability for construction or maintenance.

The foregoing regulations are not to be construed as relieving the franchise holder of any responsibility or liability for the construction, reconstruction, or maintenance of such facilities as the franchise may grant. (Ord. 2008-005 Exh. A; Ord. 2004-022; prior code § 4.44.070. Formerly 12.24.070).



Freeland and Associates, Inc.

220 W. Champion St.; Ste. 200
Bellingham, Washington
360.650.1408

October 20, 2015

Blaine City Council
435 Martin Street
Blaine, WA 98230

Subject: Sanitary Sewer Service Extension to new subdivision 'The Ridge at Semiahmoo'

Honorable Council Members:

A new residential subdivision project known as 'The Ridge at Semiahmoo' is proposed south of the current Blaine City Limits within Whatcom County. Currently this project is pursuing preliminary plat approval from Whatcom County. In order to move forward and gain preliminary plat approval from Whatcom County, the project owner, Mr. Gordon Montgomery, must show how his subdivision will be served with water and sewer.

Water is already provided in the area from Birch Bay Water and Sewer District. Mr. Montgomery is requesting that a sanitary sewer main be extended from the south end of the current City of Blaine service area to serve his project. Although the site is outside Blaine City Limits and the UGA, it is within the former UGA. Whatcom County has confirmed that the proposed subdivision is vested to UR4 zoning and a Comprehensive Plan designation of short-term UGA and is allowed to develop to that density. In order to gain approval for the sewer, this area must be included in the City sewer service area. In order to have this area included in the City sewer service area, the current City General Sewer Plan as included in the City of Blaine's Comprehensive Plan must be amended. A report outlining the proposal titled *Staff Report to Planning Commission*, dated September 10, 2015, was prepared by Michael Jones, City of Blaine Community Development Director. This Staff Report provides a summary of the project and why a sewer extension is proposed.

Due to the need to amend the current City General Sewer Plan as included in the Comprehensive Plan, our firm has prepared a summary of the proposed sewer extension to serve 'The Ridge at Semiahmoo'. This technical summary is conceptual in nature, providing a framework for the proposal as it moves through the approval process. Design of the proposed sewer extension will require detailed data collection and engineering efforts.

To prepare the technical summary, we spoke with City of Blaine staff, reviewed the current sewer plan, and reviewed applicable sections of the City of Blaine Public Works Standards (Chapter 5 – Sanitary

Sewer). The following summarizes the proposal for extending the City of Blaine existing sewer service area to the project.

Project Location and General Description of Project

The Ridge at Semiahmoo is located approximately 500 feet south of Normar Lane on the east side of Semiahmoo Drive. A vicinity map showing the project location is attached with this letter. A 26-lot single-family subdivision is proposed for this development. Also attached is an aerial photo showing the proposed project, location of the existing sewer, and a conceptual location of the proposed sanitary sewer extension.

Existing Sanitary Sewer Location

Based on review of area as-built plans from the City of Blaine, an existing eight-inch sewer is located within an access easement that connects to the south end of Shearwater Road, approximately ½ mile north of the proposed development. The existing main to be connected into is approximately eight feet deep at this location. Gravity sewer mains flow north downhill eventually reaching the City of Blaine wastewater treatment plant located on Semiahmoo Parkway.

Proposed main extension

A new eight-inch PVC sanitary sewer is proposed located within the right-of-way on Semiahmoo Drive extending south from Shearwater Road approximately 2,000 feet to the proposed development. Proposed slope of the new sewer main would meet City of Blaine Public Works Standards for minimum slope (at least 0.40%).

A high point in elevation appears to exist on Semiahmoo Drive approximately 800 feet south of Shearwater Road. A portion of the gravity sewer main may require a deep excavation for a short horizontal distance.

The proposed depth of the sewer where the subdivision connects into the main would be located at least five feet below ground service to provide adequate gravity service to the property. In general, the subdivision slopes up from Semiahmoo Drive to the east, therefore, gravity sewer mains are proposed.

Expected Sanitary Sewer Flows

Sanitary sewer for flows for single family residences were estimated several ways. Based on the Department of Ecology Sewer Works Criteria (2008), flows typically average 100 gallons per person per day. From the previously referenced report *Staff Report for Planning Commission*, the population can be estimated at 2.40 people per household, or a total of 63 people (26 lots x 2.4 = 63 people). Therefore, expected flows from the proposed subdivision would be 6,300 gallons per day.

Using guidelines from the Department of Health for sizing new onsite sewer systems, typical flows of 120 gallons of effluent per day per bedroom are used. Estimating that the homes will typically be four bedrooms, a total flow of 12,480 gallons per day could be expected. Using Mannings equation with a



roughness 'n' of 0.013, an eight-inch PVC sanitary sewer pipe laid at minimum slope of 0.4% can adequately handle the conservative estimated flows of up to 12,480 gallons per day.

New Development

This proposed extension restricts connections to the proposed subdivision (The Ridge at Semiahmoo). No new construction will be allowed to connect, nor will existing homes be allowed unless they can demonstrate their septic system has failed and can meet all the requirements of Blaine Municipal Code 13.08.411.

Sincerely,


Tony Freeland, P.E.

Freeland & Associates, Inc.

Encl.



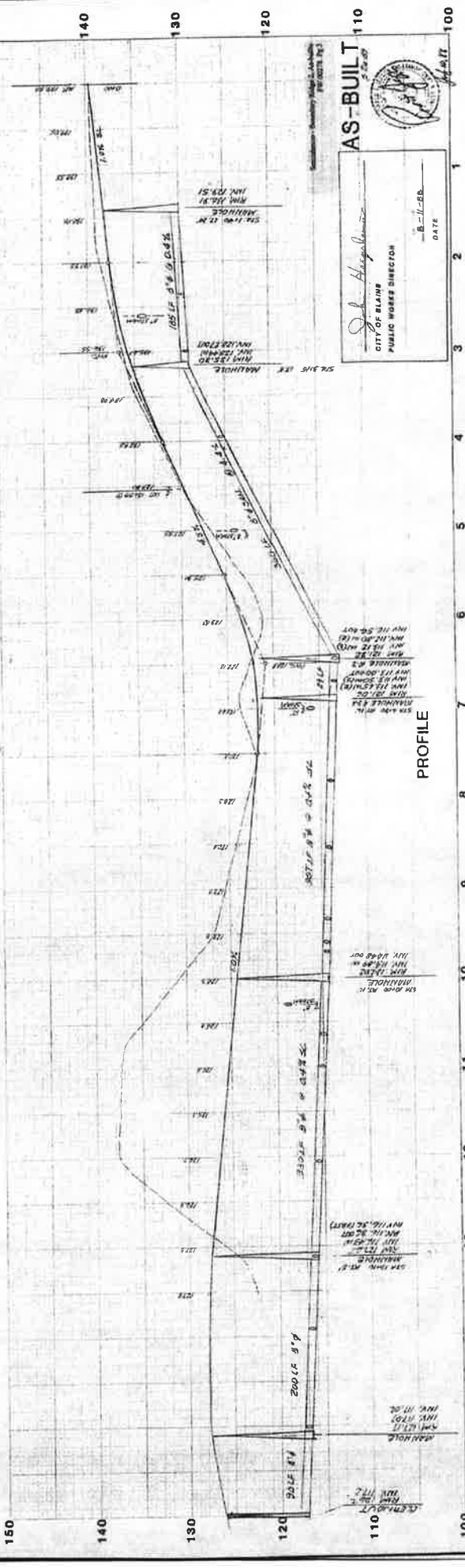
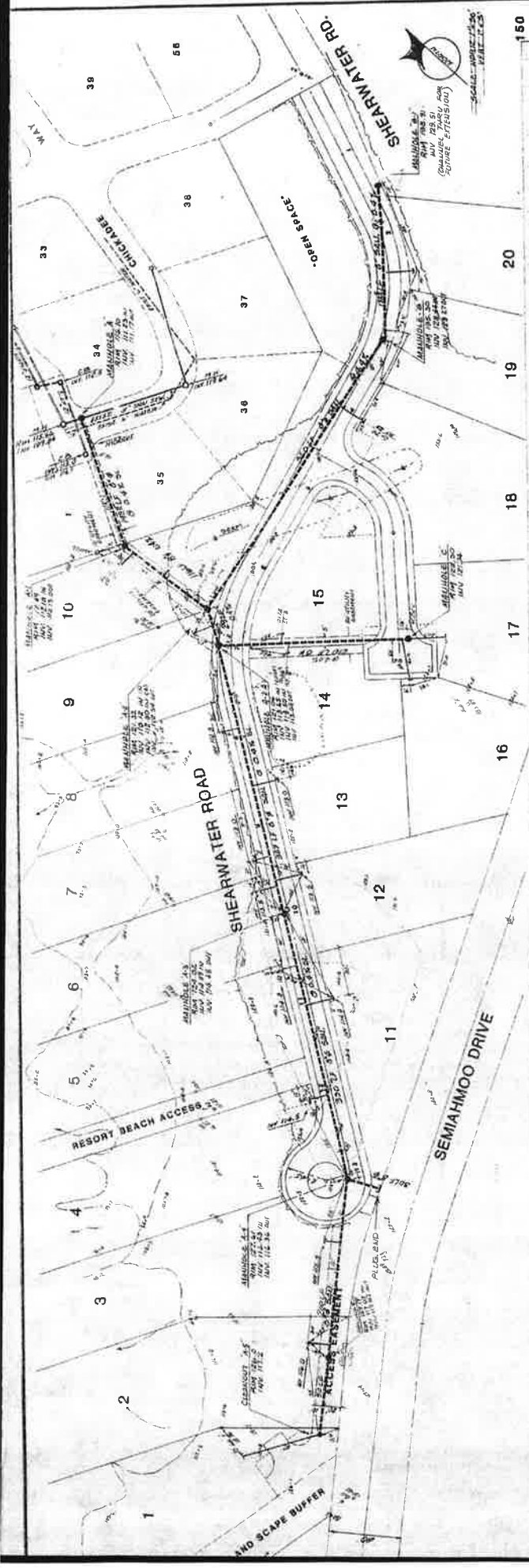
Asbuilt Plan "Resort Semiahmoo Boundary Ridge Division 2"



Freeland and Associates, Inc.







AS-BUILT
2-22-07
CITY OF BLAINE
PUBLIC WORKS DIRECTOR
DATE

"RESORT SEMIAHMOO"
BOUNDARY RIDGE DIV. 2

RONALD T. JEPSON & ASSOC.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYORS
302 COMMERCIAL SUITE 302
BELLINGHAM WASHINGTON 98225

SANITARY SEWER

DATE

JOB NO. 88100-0



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-308

| | | | | | |
|----------------------|----------------------------|--------------------|---------------------------------------|----------------------|--------------|
| File ID: | AB2020-308 | Version: | 1 | Status: | Agenda Ready |
| File Created: | 07/21/2020 | Entered by: | AHester@co.whatcom.wa.us | | |
| Department: | Public Works Department | File Type: | Resolution Requiring a Public Hearing | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Resolution vacating a portion of Horton Road

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The attached resolution vacating a portion of Horton Road is submitted per RCW 36.87 and WCC 12-20.

The County Engineer's report has been prepared and is being submitted in favor of this road vacation. A public hearing will need to be scheduled.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Proposed Resolution



MEMORANDUM

To: The Honorable County Executive Satpal Singh Sidhu and Honorable Members of the County Council

Through: Jon Hutchings, Director

From: Andrew Hester, Real Estate Coordinator AH

Date: July 21, 2020

Re: A Resolution Vacating a Portion of Horton Road

The attached petition asks for vacation of a portion of Horton Road.

Based on a Fair Market Valuation (FMV) of surrounding comparable properties, the estimated value of the area to be vacated is approximately \$15,840.00.

Recommended Action

The County Engineer's report has been prepared and is being submitted as in favor of this road vacation. It is recommended that the County Council set a hearing date for the requested vacation request, publish the vacation request and direct County staff to post the appropriate public notices.

Please contact me at extension 6216 if you have any questions regarding this action.

Encl.

SPONSORED BY: _____

PROPOSED BY: _____ Public Works _____

INTRODUCTION DATE: _____

RESOLUTION NO. _____

A RESOLUTION VACATING A PORTION OF HORTON ROAD

WHEREAS, on April 26, 2019, Chad TerWisscha and Ken Jorgensen submitted a petition for the vacation of a portion of Horton Road lying within the unincorporated area of Whatcom County, accompanied by the penal sum of \$790.00; and,

WHEREAS, as described in RCW 36.87.010, when a county road or any part thereof is considered useless, the Whatcom County Council may declare by resolution its intention to formally consider vacation; and

WHEREAS, the County Council voted 7-0 on October 8, 2019, to consider this vacation request and directed the County Engineer's office to report; and

WHEREAS, the County Engineer's office has reviewed the portion of the street which is a Class B-2 right-of-way, wherein no public expenditures were made or they are non-ascertainable from records, and part or all lies within a platted subdivision, and in the exercise of his judgment has determined that the public will benefit from said vacation; and

WHEREAS, it is unknown if there are public utilities located within the portion of the right-of-way to be vacated, but an easement for said utilities will be retained by the County, and

WHEREAS, the fair market value has been determined to be \$0.40 per square foot for the approximately 39,600 square feet of Horton Road, making the total value of the area to be vacated \$15,840.00; and

WHEREAS, the County Engineer has reviewed said compensation and determined it to be fair value; and

WHEREAS, the petitioner has met all of the petition requirements, as set forth by Chapter 12.20 Whatcom County Code, and all other applicable laws; and

WHEREAS, the applicant has six calendar months from the date of the Preliminary Order of Vacation to pay any remaining fees to the Whatcom County Council office, which checks should be made payable to the Whatcom County Treasurer, prior to the vacation becoming effective, including but not limited to the appraised value of the area sought to be vacated; and

WHEREAS, this vacation does not become effective until the fees are paid and the Final Order and Resolution are recorded with the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that it is the intention of the Whatcom County Council to vacate the following described right of way:

That portion of Horton Road adjacent to Lot 5, Block 73 and Lot 12, Block 72, "Bakerview Addition to the City of Bellingham", recorded in Volume 7 of Plats, Page 40-45, Section 1, Township 38 North, Range 2 East, W.M. Situate in Whatcom County, Washington.

SUBJECT TO and/or together with all easements, covenants, restrictions, and/or agreements of record or otherwise; and

SUBJECT TO an easement retained by the County in respect to the vacated portion of right-of-way for the construction, repair, and maintenance of any and all public utilities and services, now located on or in the vacated portion.

BE IT FURTHER RESOLVED that upon applicants' completion of payment for the property and of all other fees, a Final Order of Vacation shall be prepared by Council Staff, signed by the appropriate parties, and recorded with the County Auditor; and

BE IT FURTHER RESOLVED that if the conditions set forth above are not fulfilled within six months from the date of the passage of this Resolution, the Preliminary Order of Vacation which is hereby authorized shall be withdrawn, and the right-of-way shall not be deemed to have been vacated.

APPROVED this _____ day of _____, 2020

ATTEST:
WASHINGTON

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY,

Dana Brown-Davis, County Clerk

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Christopher Quinn
Civil Deputy Prosecutor
(authorized via email 7/21/2020)

BEFORE THE WHATCOM COUNTY COUNCIL

IN THE MATTER OF VACATION OF
THE COUNTY ROAD KNOWN AS

HORTON RD

Petitioned for by:

CHAD TERWISSCHA }
et.al. KEN JORGENSEN

)
)
) **PETITION FOR VACATION
OF PLATTED ROAD**
)
)

) **(RCW 58.17 AND 36.87)**
)
)

Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972, the undersigned and those signing attached petition, which bears signatures and property descriptions of five land owners residing in the vicinity of said road, request vacation of the county road hereinafter described, and agree with the statements below:

1. Petitioners are residents of Whatcom County and owners of real property in the vicinity of the road sought to be vacated.
2. The road sought to be vacated is legally described as follows:
PORTION OF HORTON RD. ADJACENT TO
LOT 5 BLK 73 }
LOT 12 BLK 72
3. The pertinent facts in support of this petition are:
4. The road to be vacated is useless as a part of the County road system and the public will benefit by its vacation and abandonment.
5. Petitioners will pay all costs and expenses incurred by the Count in examination, report, notice and proceedings pertaining to this petition.
6. A bond in the penal sum of \$790.00, payable to Whatcom County Treasurer, accompanies this petition.
7. The application fee accompanies this petition.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and that an order be entered vacating and abandoning said road.

CONTACT PERSON:

CHAD TERWISSCHA

360 363 7000

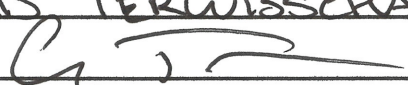
chad542@gmail.com


Signed this 26th day of April, 2019.

Page 1 of 2

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):

CHAD TERLWISSCHA 4610 ALDRICH RD
 380201035150 0000

KEN JORGENSEN 4592 ALDRICH RD
 380201030119 0000

A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

HORTON RD VACATION

Darin Peterson 2-22-19

~~Dar Peterson~~ 3802010322540000

4686 Aldrich Rd.
Bellingham, WA 98226

Brandon Osgoodby 2/23/19

~~Brandon Osgoodby~~
568 Wiltse Ln
Bham WA 98226

3802024481710000

~~Brett Wiltse~~
Brett Wiltse

4581 Aldrich Rd
Bham WA 98226
3802024971130000

Frank R Wiltse

FRANK R Wiltse 3-23-19

505 Wiltse Lane 3802024951280000
Bellingham WA 98226

DUSTIN MASTERS 3/23/19

3802024921450000

~~Dustin Masters~~
Rebecca Masters 3/23/19
R Masters
4607 Aldrich RD 98226

Horton Rd. vacation South of 4610 Aldrich Rd. and North of 4592 Aldrich Rd.

Chad TerWisscha and Keneth Jorgensen would like to vacate this ROW because it has no value to Whatcom County for numerous reasons.

-The topography of the terrain makes it a non-cost effective option for any type of roadway or access to be built due to the enormous gully/creek and embankment height. This would also create a huge environmental impact and disturbance.

-The City of Bellingham has a confirmed location for Horton Road to be laid from Cordata to Aldrich and is approximately 1500 feet south of said ROW.

-There is no road access from the East side of this property and does not lock any property owners from access to their land. It is adjacent to City of Bellingham property.

-The size of this property (approx.. 60' x 660') gives no option for building or any other use.

-Appears to be wetlands and must be preserved.

38

RANGE

2E

SECTION

10

MAP NO.

4

SCALE

1st 200'

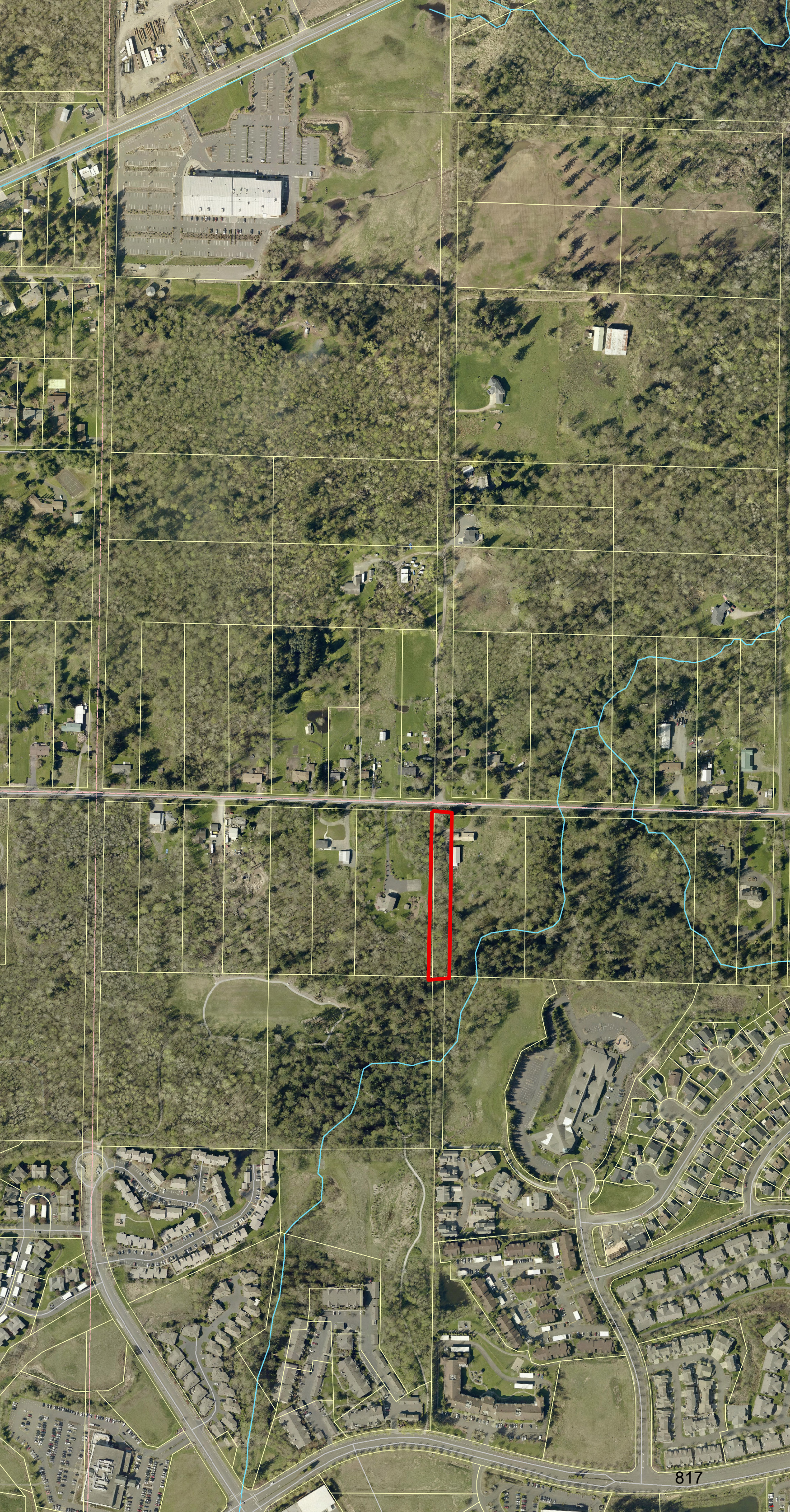
DATE _____

68/01/20

NOV 08 2011

THIS MAP IS FOR
ASSISTANCE IN
PROPERTY LOCATION
AND NOT GUARANTEED
FOR ACCURATE
MEASUREMENTS





REPORT OF THE COUNTY ENGINEER

(Whatcom County Code 12.20.050)

IN THE MATTER OF THE VACATION OF A COUNTY ROAD

COUNTY ENGINEER'S REPORT

Portion of Horton Road within plat of "Bakerview Addition
to the City of Bellingham"

PETITIONED BY Chad TerWisscha and Ken Jorgensen

I, the undersigned County Engineer of Whatcom County, State of Washington, being duly directed by the Whatcom County Council to examine and report on County Road

Portion of Horton Road within plat of "Bakerview Addition to the City of Bellingham", proposed for vacation by the petition of: Chad TerWisscha and Ken Jorgensen

did examine said road and report as follows:

IN FAVOR X

NOT IN FAVOR _____

Said road should be vacated.

Said road should not be vacated.

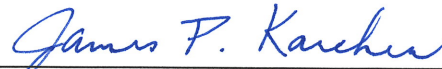
Fair Market Value (12.20.060 E)
0.91ac+- (39,600sf+-) acres @ \$15,840

Said road is now in use as a County road. 1.
It will be advisable to preserve this road.
The public will not be benefited by this
vacation.

2. Classification (12.20.060 F)

| | | |
|---------|---|---|
| Class A | | Public expenditures made |
| Class B | X | No public expenditures made or non-ascertainable from records |
| Class 1 | | No part thereof lies in any plat |
| Class 2 | X | Part or all lies within a platted subdivision |
| Class 3 | | Did not remain unopened for public use for five or more years after the order made or authority granted for opening it. |
| Class 4 | | Remained unopened for public use for five or more years after the order made or authority granted for opening it. |
| Class 5 | | Is contained within that portion of a plat which is to be replatted |
| Class 6 | | Abandoned in fact due to relocation of right-of-way |
| Class 7 | | Informalities exist in the records of title which are construed to invalidate and divest the public of any right, title, or interest in the right-of-way. |

The public will be benefited by this
vacation. yes X no _____


James P. Karcher, P.E.
Whatcom County Engineer

7-21-2020
Date



COMPARATIVE MARKET ANALYSIS – CHETS ROAD VACATION PETITION

PETITIONER: Chad Terwisscha and Ken Jorgensen

PROPERTY LOCATION: Horton Road Right of Way adjacent to 4592 Aldrich Road and 4610 Aldrich Road

OWNER NAME: Whatcom County

CURRENT USE: Vacant (unopened right-of-way)

AREA ZONING: Rural 1 Unit/5 Acres

BACKGROUND:

Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972, Chad Terwisscha and Ken Jorgensen are petitioning the County to vacate an area of approximately 39,600 square feet, more or less, consisting of the unopened right-of-way of Horton Road.

SALES RELIED ON:

Five comparable land sales were used to prepare this market evaluation of the subject property and they sold between April 2018 to July 2018. Sale prices ranged from \$0.26 to \$0.50 per square foot.

Five property sales were used to compute Fair Market Valuation (FMV), and they sold between November 22, 2019 and April 9, 2019. Sale prices ranged from a high of \$0.85 per square foot to a low of \$0.74 per square foot.

Comparable #1 is located at 859 E 51st Street, approximately 3 ½ miles northeast of the subject property. It is approximately 4.61 acres and is vacant land. It sold on November 22, 2019 for \$169,999 or \$0.85 per square foot. The property is zoned "R5A".

Comparable #2 is located at 5351 Dinkel Road, approximately 6 miles northeast of the subject property. It is approximately 5.21 acres and is vacant land. It sold on November 20, 2019 for \$169,900 or \$0.75 per square foot. The property is zoned "R5A".

Comparable #3 is located at 1420 Marietta Avenue, approximately 1 ½ miles southwest of the subject property. It is approximately 4.78 acres and is vacant land. It sold on June 26, 2019 for \$175,000 or \$0.84 per square foot. The property is zoned "R5A".

Comparable #4 is located at 4950 Yellow Brick Road, approximately 3 miles east of the subject property. It is approximately 4.94 acres and is vacant land. It sold on May 7, 2019 for \$160,000 or \$0.74 per square foot. The property is zoned "R5A".



Comparable #5 is located at 1413 Wynn Ridge Lane, approximately 1 mile southwest of the subject property. It is approximately 5.01 acres and is vacant land. It sold on April 9, 2019 for \$175,000 or \$0.80 per square foot. The property is zoned "R5A".

Averaging those five sales together arrives at \$0.80 per square foot. However, due to the topography and condition of the property and the likely presence of wetlands an adjustment is necessary to establish an estimated Fair Market Value (FMV). It is estimated that the subject property should be valued at 50% of \$0.80 per square foot value, arriving at an estimated FMV of \$0.40.

RECOMMENDED COMPENSATION TO COUNTY for 39,600 net square feet X \$0.40 PSF =
\$15,840.00

Prepared By:

A handwritten signature in blue ink, appearing to read "Andrew Hester", is written over a horizontal line.

Andrew Hester, Real Estate Coordinator
Whatcom County Public Works

Date:

6-30-20

This market analysis does not constitute an appraisal as defined by USPAP.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-332

| | | | | | |
|----------------------|----------------|--------------------|---------------------------|----------------------|--------------|
| File ID: | AB2020-332 | Version: | 2 | Status: | Agenda Ready |
| File Created: | 07/28/2020 | Entered by: | DBrown@co.whatcom.wa.us | | |
| Department: | Council Office | File Type: | Special Council Only Item | | |
| Assigned to: | Council | | | Final Action: | |
| Agenda Date: | 08/05/2020 | | | Enactment #: | |

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

TITLE FOR AGENDA ITEM:

Special notice: County Council sent a time-sensitive letter to the Governor on July 29, 2020, encouraging development of a plan to allow close family members to visit their loved ones in congregate care facilities

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Notification to the public that the County Council sent a time-sensitive letter to the Governor on July 29, 2020, encouraging development of a plan to allow close family members to visit their loved ones in congregate care facilities

HISTORY OF LEGISLATIVE FILE

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

Attachments: Letter to Gov Inslee 7.29.2020

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

July 29, 2020

Governor Jay Inslee
Office of the Governor
P.O. Box 4002
Olympia, WA 98504-0002

Dear Governor Inslee,

Whatcom County continues to work hard in the fight to control the spread of COVID-19 in our community and have been successful in protecting our vulnerable citizens residing in nursing homes and assisted living facilities throughout the county.

We consistently hear from a constituent whose wife lives in a memory care unit in an assisted living facility. He has not been able to see her or visit with her since March. He is fearful that she will not remember him or think she has been abandoned by her husband of many years. This is a heartbreaking situation and surely applies to many more in our community.

Many states have found ways to allow a close family member, such as a spouse, to visit their loved ones living in congregate care facilities and we would like to encourage you to work with your staff to find ways to safely allow these visits in Washington.

Please see the following link on how other states are finding solutions to this situation:

<https://khn.org/news/states-allow-in-person-nursing-home-visits-as-families-charge-residents-die-of-broken-hearts/>

Respectfully,

A handwritten signature in blue ink that reads "Barry Buchanan".

Barry Buchanan, Chair
Whatcom County Council

c: Whatcom County Councilmembers
The Executives Office
Whatcom County Health Department
Richard Pylilo
AB2020-332