



LAKE WHATCOM WATER & SEWER DISTRICT

1220 Lakeway Drive
Bellingham, WA, 98229

(360) 734-9224
Fax 738-8250

MEMORANDUM

Date: March 24, 2022

RE: Virtual Meeting Attendance

For the foreseeable future, Lake Whatcom Water & Sewer District's Board of Commissioners will be attending regular meetings by phone/video conference. Per Governor Inslee's [Proclamation No. 20-28.3](#), the District will provide access to interested public via phone/internet utilizing the GoToMeeting platform.

Attending a Meeting

If you would like to attend the March 30, 2022 regular board meeting, access details can be found below. In this evolving climate, we are committed to doing everything possible to provide opportunity for public comment as well as promote health and safety. As such, **the District requests that if possible, public submit comments in written form by noon the day before a scheduled meeting** for inclusion in the meeting discussion. This is *not a requirement* for making a public comment, but is helpful to the staff and commissioners for planning purposes.

March 30, 2022 Regular Board Meeting

Wed, March 30, 2022 8:00 AM – 10:00 AM (PST)

Join the meeting from your computer, tablet or smartphone.

<https://meet.goto.com/519684293>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3412](tel:+18722403412)

Access Code: 519-684-293

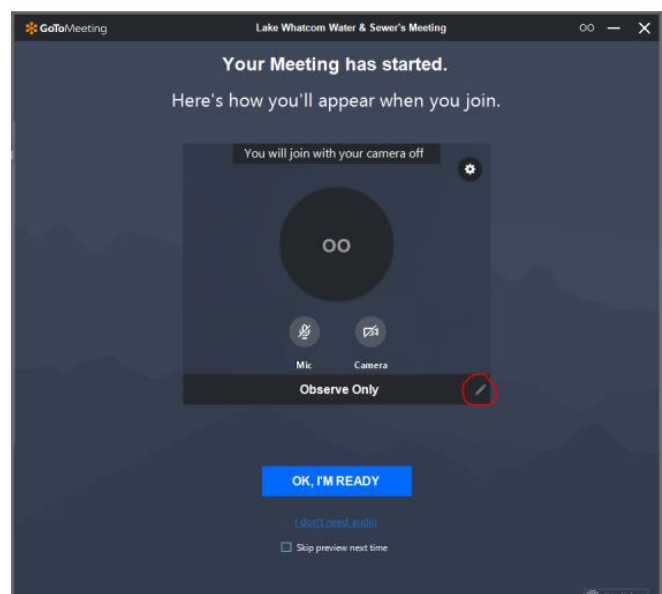
New to GoToMeeting? Get the app now and be ready when the meeting starts:

<https://meet.goto.com/install>

Attending as an Observer only

If you wish to observe a meeting, but do not plan to speak or appear on video during the meeting, you may attend anonymously.

When you click the link to log in to the meeting, a black box will appear like the one pictured below. Click the pencil icon (circled) and change your name to "Observe Only." Also make sure that your microphone and camera icon are grey and not green. You will be muted by the meeting administrator and will not be included in the roll call.



We appreciate your understanding and patience during these uncertain times.

If you have any questions, please contact Administrative Assistant

Rachael Hope at rachael.hope@lwwsd.org or 360-734-9224.

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LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive
Bellingham, WA 98229

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

AGENDA

March 30, 2022


8:00 a.m. – Regular Session

1. CALL TO ORDER
2. ROLL CALL
3. CONFIRMATION OF COMPLIANCE WITH REMOTE MEETING ATTENDANCE PROTOCOLS
4. PUBLIC COMMENT OPPORTUNITY
At this time, members of the public may address the Board of Commissioners. Please state your name prior to making comments.
5. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA
6. CONSENT AGENDA
7. SPECIFIC ITEMS OF BUSINESS
 - A. Resolution No. 882—2020 Census Commissioner District Boundary Adoption
 - B. Resolution No. 883—Conclusion of Emergency Declaration related to COVID-19 Pandemic
 - C. Lake Whatcom Boulevard Sewer Interceptor Improvements Public Works Construction Contract Award
 - D. Public Assistance Grant Agreement with the Washington State Military Department for Reimbursement from the Federal Emergency Management Agency for Costs Incurred associated with the November 2021 Flood Event
8. OTHER BUSINESS
9. STAFF REPORTS
 - A. General Manager
 - B. Engineering Department
 - C. Finance Department
 - D. Operations Department
10. PUBLIC COMMENT OPPORTUNITY
11. ADJOURNMENT



**AGENDA
BILL
Item 6**

Consent Agenda

DATE SUBMITTED:	March 24, 2022	MEETING DATE:	March 30, 2022
TO: BOARD OF COMMISSIONERS	FROM: Rachael Hope		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. See below		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

****TO BE UPDATED 03.29.2022****

BACKGROUND / EXPLANATION OF IMPACT

- Meeting Minutes for the 03/09/2022 Regular Board Meeting
- Payroll for Pay Period #06 (03/05/2022 through 03/18/2022) totaling \$44,676.72
- Payroll Benefits for Pay Period #06 totaling \$49,178.02
- Accounts Payable Vouchers total to be added.

FISCAL IMPACT

Fiscal impact is as indicated in the payroll/benefits/accounts payable quantities defined above. All costs are within the Board-approved 2022 Budget.

RECOMMENDED BOARD ACTION

Staff recommends the Board approve the Consent Agenda.

PROPOSED MOTION

A recommended motion is:

"I move to approve the Consent Agenda as presented."



LAKE WHATCOM WATER AND SEWER DISTRICT

1220 Lakeway Drive
Bellingham, WA 98229

REGULAR SESSION OF THE BOARD OF COMMISSIONERS

Minutes

March 9, 2022

Board President Laura Abele called the Regular Session to order at 6:30 p.m.

Attendees:

Commissioner Laura Abele	General Manager Justin Clary
Commissioner Todd Citron	District Engineer/Assistant GM Bill Hunter
Commissioner John Carter	Finance Manager/Treasurer Jenny Signs
Commissioner Bruce Ford	Operations Manager Brent Winters
Commissioner Leslie McRoberts	District Legal Counsel Bob Carmichael
Recording Secretary Rachael Hope	

Also in attendance were McKay Larrabee & Elliot Frank of FLO Analytics and District constituents Enock Ledet, Rick Porter, and Brian Cope, as well as one observation-only attendee.

All attendees participated remotely by phone or video conferencing.

Roll Call

General Manager Justin Clary performed a roll call to identify those in attendance, and then verbally confirmed that the meeting was noticed in accordance with Resolution No. 859 allowing remote meeting attendance, as well as in compliance with current statutory requirements. It was confirmed that all participants were able to be heard and hear each other clearly.

Public Comment

District constituent Rick Porter commented regarding the Eagleridge pump replacement process as it related to continued system ability to meet fire protection demands. Discussion followed.

Consent Agenda

Action Taken

McRoberts moved, Citron seconded, approval of:

- Meeting Minutes for the 02/23/2022 Regular Board Meeting
- Payroll for Pay Period #05 (02/19/2022 through 03/04/2022) totaling \$42,576.15
- Payroll Benefits for Pay Period #05 totaling \$48,729.62
- Accounts Payable Vouchers totaling \$119,861.64

Motion passed.

2020 Census Commissioner Redistricting Alternatives Public Hearing

Board President Abele explained that this agenda item served as a public hearing and opportunity for public comment regarding commissioner district boundary adjustments following the 2020 Census, and outlined the rules of order.

Clary explained that as a special purpose district authorized under Title 57 Revised Code of Washington (RCW), the District is governed by five commissioners who set its policies and rates. The District is divided into five distinct commissioner districts; each represented by a resident elected from that commissioner district to serve a six-year term of office. Every 10 years following receipt of the federal decennial census data, the District goes through the process of redrawing district boundaries to adjust for population changes in order to maintain commissioner districts that are relatively equal in population. This ensures all residents of the District have access to fair representation.

FLO Analytics (FLO) was contracted in Fall 2021 to assist the District in completing the redistricting process and presented two initial commissioner district boundary options to the Board during its regularly scheduled February 23, 2022 meeting. Based upon that discussion, both options were advanced to receive public input. McKay Larrabee of FLO made a presentation with information about the redistricting process and requirements, and discussion followed, including opportunities for public comment. No public comment was received during the public hearing.

Euclid Sewer Pump Station Improvements Public Works Construction Contract Award

Hunter summarized that this project consists of the replacement of the power service at the Euclid Sewer Pump Station with a 3-phase 480-volt service, refurbishment of existing pumps, temporary bypass pumping, site, stormwater and retaining wall improvements, electrical and automatic control improvements, and automatic transfer switch and stationary generator installation.

The District published an advertisement for bids in the Bellingham Herald on January 9, 2022, with bids due on February 16, 2022. Four bids were received, and staff determined that the low bidder, Colacurcio Brothers, Inc. met mandatory bidder responsibility criteria established by the state. The District's consultant engineer, RH2, determined that Colacurcio Brothers, Inc. met supplemental bidder responsibility criteria established by District bid documents. Both staff and RH2 recommended that the construction contract, including the additive alternate, be awarded to Colacurcio Brothers, Inc.

Action Taken

Citron moved, Ford seconded, to move to award the Euclid Sewer Pump Station Improvements public works contract, including the additive alternate, to Colacurcio Brothers, Inc. for a total contract price of \$542,565.60, including 8.6% sales tax, and authorize the general manager to execute the contract. Motion passed.

Customer Appeal – Water/Sewer Utility Bill

Signs recounted that the District received a letter on February 2, 2022, from Trang and Corby Worline requesting an appeal to the Board for relief from water consumption charges. Mr. and Mrs. Worline's appeal is associated with water utility charges incurred as a result of a leak in a water line break located in a crawl space that occurred during the bi-monthly billing period of February 1, 2022, which included usage from December 2021 through January 2022.

District Administrative Code allows for leak adjustments (Section 2.10.8) when leak adjustments are for "...water bills resulting from in-ground water service line breaks between the water meter and the outermost

exterior walls of the structure.” Signs indicated that the leak didn’t qualify for an adjustment under Section 2.10.8 due to the location of the break.

During the regular scheduled Board meeting on February 23, 2022, staff presented for discussion several areas in which the Board could consider revising the policy of Leak Adjustments. Discussion included what could qualify as a leak, what surrounding utility service providers allow for leaks, and how leak credits would be calculated. Ultimately, the Board chose to maintain the current language in the District Administrative Code as it pertains to the Leak Adjustment Policy and voted to table the final decision on the Worline’s appeal until the Board meeting scheduled for March 9, 2022.

Action Taken

McRoberts moved, Citron seconded, to uphold the District Administrative Code as written and implemented by the General Manager, and decline Mr. & Mrs. Worline’s appeal for a full leak adjustment. Motion passed.

DISH Wireless LLC Lease Agreement

Clary recalled that for over 40 years, the District has owned property located at 1010 Lakeview Street. The property is approximately 5-acres in size and is currently comprised of the District’s maintenance facility, the Geneva water reservoir, and forested hillside. In late-2020, the District was contacted by representatives of DISH Wireless LLC (DISH) inquiring about the District’s willingness to enter a long-term lease for a portion of the maintenance facility property for the construction and operation of freestanding cellular tower.

Recognizing a potential supplemental revenue source, the District engaged in discussions with DISH representatives. Crucial to the District was confirmation that any such facility not impact the District’s ability to maintain and/or expand infrastructure on the property over the life of the agreement. To meet this District criterion, DISH representatives identified an approximately 500-square foot location on the edge of the existing excavation spoils storage yard. In consultation with staff of the Engineering and Operations departments, the proposed location would not impact current operations, nor any future infrastructure anticipated to be constructed on the property.

The subsequently negotiated agreement between DISH and the District was presented for Board discussion and authorization. The fiscal impact would be additional revenue beyond the 2022 Budget in the form of a \$1,000 option, and \$1,500 per month once the cell tower is constructed (with an annual escalation of 2%). Discussion followed.

Action Taken

Ford moved, Carter seconded, to authorize the general manager to execute the Site Lease Agreement with DISH Wireless LLC for construction and operation of a cellular tower on District property located at 1010 Lakeview Street as presented. Commission Citron abstained from the vote. Motion passed.

COVID-19 Pandemic Response Discussion

Clary stated that with the onset of the COVID-19 pandemic in early 2020, the District revised its operations to protect its employees and commissioners as a means of mitigating potential impacts to continuity of services. Since that time, the District has continued to shift its operations in response to current pandemic conditions, and federal, state and local guidance. This topic provided the opportunity for Board discussion on the District’s current response, considering pending shifts in regulations (e.g., cessation of the mask mandate and neighboring local governments returning to in-person meetings). The Board requested staff provide information at a later date regarding technology upgrades that would be needed to facilitate hybrid in-

person/online meetings. The Board also directed staff to develop a resolution concluding the emergency declaration associated with the pandemic for Board consideration at a future meeting.

General Manager's Report

Clary updated the Board on several topics, including an update on the recruitment process for the open Maintenance Worker I position, the upcoming Lake Whatcom Management Program Joint Councils meeting and Washington Association of Sewer and Water Districts spring conference, and a short update on progress regarding the Nooksack River Adjudication. Discussion followed.

With no further business, Abele adjourned the Regular Session 8:22 p.m.

_____ Board President, Laura Abele	Attest: _____ Recording Secretary, Rachael Hope
Minutes approved by motion at <input type="checkbox"/> Regular <input type="checkbox"/> Special Board Meeting on _____	
Date Minutes Approved	

CHECK REGISTER**PAYROLL**

Lake Whatcom W-S District

Time: 16:08:51 Date: 03/21/2022

03/24/2022 To: 03/24/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
834	03/24/2022	Payroll	5	EFT		330.60	03/05/2022 - 03/18/2022 PR 6
835	03/24/2022	Payroll	5	EFT		234.86	03/05/2022 - 03/18/2022 PR 6
836	03/24/2022	Payroll	5	EFT		587.13	03/05/2022 - 03/18/2022 PR 6
837	03/24/2022	Payroll	5	EFT		3,547.75	03/05/2022 - 03/18/2022 PR 6
838	03/24/2022	Payroll	5	EFT		2,612.00	03/05/2022 - 03/18/2022 PR 6
839	03/24/2022	Payroll	5	EFT		3,995.19	03/05/2022 - 03/18/2022 PR 6
841	03/24/2022	Payroll	5	EFT		1,820.85	03/05/2022 - 03/18/2022 PR 6
843	03/24/2022	Payroll	5	EFT		1,781.09	03/05/2022 - 03/18/2022 PR 6
844	03/24/2022	Payroll	5	EFT		3,016.03	03/05/2022 - 03/18/2022 PR 6
845	03/24/2022	Payroll	5	EFT		2,252.71	03/05/2022 - 03/18/2022 PR 6
846	03/24/2022	Payroll	5	EFT		3,468.96	03/05/2022 - 03/18/2022 PR 6
847	03/24/2022	Payroll	5	EFT		2,138.93	03/05/2022 - 03/18/2022 PR 6
848	03/24/2022	Payroll	5	EFT		2,349.56	03/05/2022 - 03/18/2022 PR 6
849	03/24/2022	Payroll	5	EFT		469.71	03/05/2022 - 03/18/2022 PR 6
850	03/24/2022	Payroll	5	EFT		2,598.39	03/05/2022 - 03/18/2022 PR 6
851	03/24/2022	Payroll	5	EFT		2,173.09	03/05/2022 - 03/18/2022 PR 6
852	03/24/2022	Payroll	5	EFT		3,227.53	03/05/2022 - 03/18/2022 PR 6
853	03/24/2022	Payroll	5	EFT		2,961.15	03/05/2022 - 03/18/2022 PR 6
854	03/24/2022	Payroll	5	EFT		3,273.80	03/05/2022 - 03/18/2022 PR 6
840	03/24/2022	Payroll	5	12649		352.27	2/2/2022, 2/9/22, 2/23/22
842	03/24/2022	Payroll	5	12650		1,485.12	03/05/2022 - 03/18/2022 PR 6

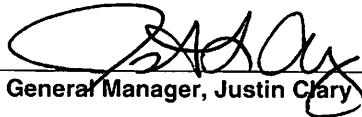
401 Water Fund
402 Sewer Fund

13,101.25
31,575.47

44,676.72 Payroll: 44,676.72

I do hereby certify, under penalty of perjury, that the above is an unpaid, just, and due obligation as described herein, and that I am authorized to certify this claim.

Sign


General Manager, Justin Clary

Date

3/21/2022

Board Authorization - The duly elected board for this district has reviewed the claims listed and approved the payment by motion at the meeting listed below:

Board President, Laura Abele

Attest :

Recording Secretary, Rachael Hope

Approved by motion at _____ Regular _____ Special Board Meeting on _____

Date Approved

BENEFITS

CHECK REGISTER

Lake Whatcom W-S District

Time: 16:22:17 Date: 03/21/2022

03/24/2022 To: 03/24/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
855	03/24/2022	Payroll	5	EFT	UNITED STATES TREASURY	16,369.44	941 Deposit for Pay Cycle(s) 03/24/2022 - 03/24/2022
856	03/24/2022	Payroll	5	EFT	WA ST SUPPORT ENFORCEMENT REGISTRY	208.34	Pay Cycle(s) 03/24/2022 To 03/24/2022 - SUP ENF
857	03/24/2022	Payroll	5	12651	AFLAC	354.85	Pay Cycle(s) 03/24/2022 To 03/24/2022 - AFLAC Pre-Tax; Pay Cycle(s) 03/24/2022 To 03/24/2022 - AFLAC Post-Tax
858	03/24/2022	Payroll	5	12652	AFSCME LOCAL	316.00	Pay Cycle(s) 03/24/2022 To 03/24/2022 - Union Dues; Pay Cycle(s) 03/24/2022 To 03/24/2022 - Union Fund
859	03/24/2022	Payroll	5	12653	DEPARTMENT OF RETIREMENT SYSTEMS	5,018.00	Pay Cycle(s) 03/24/2022 To 03/24/2022 - DCP
860	03/24/2022	Payroll	5	12654	HRA VEBA TRUST (PAYEE)	530.00	Pay Cycle(s) 03/24/2022 To 03/24/2022 - VEBA
861	03/24/2022	Payroll	5	12655	VANTAGEPOINT TRANSFER AGENTS - 306798	100.00	Pay Cycle(s) 03/24/2022 To 03/24/2022 - ICMA
862	03/24/2022	Payroll	5	12656	WA ST HEALTH CARE AUTHORITY	15,100.03	Pay Cycle(s) 03/24/2022 To 03/24/2022 - PEBB Medical; Pay Cycle(s) 03/24/2022 To 03/24/2022 - PEBB ADD LTD; Pay Cycle(s) 03/24/2022 To 03/24/2022 - PEBB SMK Surcharge; Pay Cycle(s) 03/24/2022 To 03/24
863	03/24/2022	Payroll	5	12657	WA ST PUBLIC EMP RET PLAN 2	8,016.33	Pay Cycle(s) 03/24/2022 To 03/24/2022 - PERS 2
864	03/24/2022	Payroll	5	12658	WA ST PUBLIC EMP RET PLAN 3	3,165.03	Pay Cycle(s) 03/24/2022 To 03/24/2022 - PERS 3
401 Water Fund						36,372.21	
402 Sewer Fund						12,805.81	
						49,178.02	Payroll: 49,178.02

BENEFITS

CHECK REGISTER

Lake Whatcom W-S District

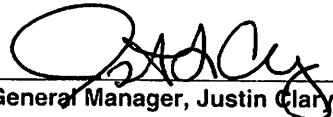
Time: 16:22:17 Date: 03/21/2022

03/24/2022 To: 03/24/2022

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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I do hereby certify, under penalty of perjury, that the above is an unpaid, just, and due obligation as described herein, and that I am authorized to certify this claim.

Sign  Date 3/21/2022
General Manager, Justin Clary

Board Authorization - The duly elected board for this district has reviewed the claims listed and approved the payment by motion at the meeting listed below:


Board President, Laura Abele

Attest : _____
Recording Secretary, Rachael Hope

Approved by motion at _____ Regular _____ Special Board Meeting on _____
Date Approved



**AGENDA Resolution No. 882—2020 Census
BILL Commissioner District Boundary
Item 7.A Adoption**

DATE SUBMITTED:	March 15, 2022	MEETING DATE:	March 30, 2022
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Resolution No. 882		
TYPE OF ACTION REQUESTED	RESOLUTION <input checked="" type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

The District is a special purpose district authorized under Title 57 Revised Code of Washington (RCW). The District is governed by five (5) commissioners who set the policies and rates of the District. The District is divided into five distinct *commissioner districts*; each represented by a resident elected from that commissioner district to serve a six-year term of office.

Redistricting is the process of redrawing district boundaries to adjust for population changes that occurred in the last decade. Every 10 years (following receipt of the federal decennial census data), the District goes through the redistricting process to create commissioner districts that are relatively equal in population to ensure all residents of the District have access to fair representation. Per [RCW 29A.76.010\(3\)](#), the District is required to “prepare a plan for redistricting its internal or director districts” by November 15, 2022. A number of factors, including the COVID-19 pandemic, delayed the U.S. Census Bureau’s release of population data specific to the District (data was originally scheduled to be released in Spring 2021). 2020 Census data was received in Fall 2021 and FLO Analytics (FLO) has been contracted to assist the District in completing the redistricting process within the statutory deadlines and requirements.

FLO has collected and compiled all data required to perform the demographic analysis. This includes the 2020 TIGER/Line shapefiles for Census tract, block group and block geographies, the 2020 P.L. 94-171 Redistricting Data shapefiles, and the 2020 P.L. 171 Redistrict Data summary files. FLO developed two initial commissioner district boundary options, which were presented to the Board during its regularly scheduled February 23, 2022, meeting, that comply with state, local, and federal legal requirements. Based upon Board discussion, both options were advanced to receive public input during a public hearing held during the Board’s March 9, 2022, meeting. On March 4, 2022, the draft maps were posted on the District’s website and a press release providing notice of the public

hearing was published. A public hearing was held during the Board's meeting on March 9, 2022; no public testimony was received during the public hearing. Following closure of the public hearing, the Board directed staff to proceed with incorporation of Draft Map 1 into a resolution for the Board's consideration during its March 30, 2022, meeting. The final map was published on the District's website on March 18, 2022, meeting the statutory requirement of publishing a minimum of seven days prior to adoption.

FISCAL IMPACT

Project cost is \$5,000.

APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)

Stakeholder Understanding & Support

RECOMMENDED BOARD ACTION

Staff recommends that the Board adopt Resolution No. 882.

PROPOSED MOTION

Recommended motion is:

"I move to adopt Resolution No. 882 as presented."

**LAKE WHATCOM WATER AND SEWER DISTRICT
RESOLUTION NO. 882**

A Resolution of the Board of Commissioners
Updating the Voting Districts for the Positions of Board of Commissioners

WHEREAS, the Lake Whatcom Water and Sewer District ("District") is a special purpose district authorized under Title 57 Revised Code of Washington ("RCW"); and

WHEREAS, the District is governed by a five (5) member Board of Commissioners ("Board") who, pursuant to RCW 57.12.039, are elected on the basis of residence in commissioner districts; and

WHEREAS, RCW 29A.76.010 requires that each commissioner district "shall be as nearly equal in population as possible to each and every other such district" comprising the special purpose district; and

WHEREAS, the federal decennial census conducted in 2020 has shown that the population of the five existing commissioner districts has changed since the 2010 census, upon which the current commissioner district boundaries are set; and

WHEREAS, RCW 29A.76.010 requires that the District re-establish the commissioner district boundaries in light of the current census information; and

WHEREAS, the District has hired the services of FLO Analytics, an expert in assisting Washington local governments in redistricting, in the development of new commissioner district boundaries that comply with relevant state statutes; and

WHEREAS, the Board held a duly advertised public hearing on the proposed redistricting plan during its regularly scheduled meeting held on March 9, 2022; and

WHEREAS, no public testimony was received on the redistricting plan during the March 9, 2022, public hearing; and

WHEREAS, the Board has considered all information provided by FLO Analytics pertaining to changes in population and commissioner district boundaries; and

WHEREAS, the foregoing recitals are a material part of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake Whatcom Water and Sewer District, Whatcom County, Washington as follows:

Section 1. The boundaries of the five commissioner districts of the Lake Whatcom Water and Sewer District are hereby adopted as defined in Exhibit A attached hereto.

Section 2. A map depicting the boundaries of the five commissioner districts is attached hereto as Exhibit B.

Section 3. Any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this Resolution.

Section 4. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Commissioners hereby declare that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid or unconstitutional, then the original resolution or resolutions shall be in full force and effect.

Section 5. This Resolution shall be effective immediately.

ADOPTED by the Board of Commissioners of Lake Whatcom Water and Sewer District, Whatcom County, Washington, at a regular meeting thereof, on the 30th day of March, 2022.

Laura Abele, President, Board of Commissioners

Attest:

Rachael Hope, Recording Secretary

Approved as to form:

Robert Carmichael, Attorney for the District

EXHIBIT A
Commissioner District Census Blocks
Lake Whatcom Water and Sewer District
Whatcom County, Washington

Commissioner District No. 1

Block Code	Block Name	Total Population ¹
530730008081001	Block 1001	7
530730008081008	Block 1008	37
530730008081009	Block 1009	44
530730008081010	Block 1010	77
530730008081011	Block 1011	30
530730008081012	Block 1012	31
530730008081013	Block 1013	42
530730008081014	Block 1014	43
530730008081015	Block 1015	47
530730008081019	Block 1019	31
530730008091000	Block 1000	138
530730008091001	Block 1001	47
530730008091002	Block 1002	22
530730008091003	Block 1003	46
530730008091004	Block 1004	126
530730008091005	Block 1005	36
530730008091006	Block 1006	117
530730008091007	Block 1007	22
530730008091008	Block 1008	41
530730008091009	Block 1009	37
530730008091012	Block 1012	62
530730008091013	Block 1013	70
530730008091014	Block 1014	32
530730008091016	Block 1016	129
530730008091017	Block 1017	62
530730008091018	Block 1018	93
530730008091019	Block 1019	12
530730008091020	Block 1020	212
530730008091021	Block 1021	21
530730008091022	Block 1022	78
530730008091023	Block 1023	0
530730008091024	Block 1024	44
530730008092000	Block 2000	53
530730008092001	Block 2001	69

530730008092002	Block 2002	26
530730008092003	Block 2003	27
530730008092004	Block 2004	116
530730008092006	Block 2006	18

¹ Population reported in the 2020 census conducted by the U.S. Census Bureau

Commissioner District No. 2

Block Code	Block Name	Total Population ¹
530730008051010	Block 1010	22
530730008051011	Block 1011	28
530730008051012	Block 1012	53
530730008051019	Block 1019	43
530730008051020	Block 1020	3
530730008051023	Block 1023	9
530730008051024	Block 1024	24
530730008051025	Block 1025	5
530730008051026	Block 1026	68
530730008051027	Block 1027	189
530730008051028	Block 1028	135
530730008051029	Block 1029	55
530730008051030	Block 1030	1
530730008051031	Block 1031	39
530730008051032	Block 1032	12
530730008051033	Block 1033	25
530730008051034	Block 1034	30
530730008051035	Block 1035	6
530730008051036	Block 1036	0
530730008051037	Block 1037	0
530730008051038	Block 1038	22
530730008051039	Block 1039	67
530730008051040	Block 1040	57
530730008051041	Block 1041	0
530730008051042	Block 1042	64
530730008051043	Block 1043	30
530730008051049	Block 1049	5
530730008052003	Block 2003	267
530730008052004	Block 2004	64
530730008052005	Block 2005	83
530730008052006	Block 2006	88
530730008052007	Block 2007	0

530730008052008	Block 2008	0
530730008052009	Block 2009	0
530730008052010	Block 2010	117
530730008052011	Block 2011	0
530730008052012	Block 2012	26
530730008052013	Block 2013	41
530730008052014	Block 2014	0
530730008052015	Block 2015	35
530730008052016	Block 2016	15
530730008052017	Block 2017	5
530730008052018	Block 2018	33
530730008052023	Block 2023	19
530730008052025	Block 2025	92
530730008052027	Block 2027	50
530730008072025	Block 2025	0
530730008091010	Block 1010	36
530730008091011	Block 1011	37
530730008092017	Block 2017	0
530730008092019	Block 2019	0
530730008092020	Block 2020	0
530730008092021	Block 2021	168
530730008092022	Block 2022	22

¹ Population reported in the 2020 census conducted by the U.S. Census Bureau

Commissioner District No. 3

Block Code	Block Name	Total Population ¹
530730001011013	Block 1013	21
530730001011014	Block 1014	61
530730001011016	Block 1016	0
530730008041011	Block 1011	443
530730008041012	Block 1012	66
530730008041013	Block 1013	0
530730008041026	Block 1026	61
530730008041027	Block 1027	53
530730008041028	Block 1028	181
530730008041029	Block 1029	0
530730008041030	Block 1030	0
530730008041032	Block 1032	127
530730008071000	Block 1000	42
530730008071002	Block 1002	6

530730008071003	Block 1003	7
530730008071004	Block 1004	0
530730008071005	Block 1005	16
530730008071006	Block 1006	22
530730008071009	Block 1009	68
530730008071031	Block 1031	217
530730008071032	Block 1032	9
530730008072002	Block 2002	96
530730008072007	Block 2007	0
530730008072008	Block 2008	19
530730008072009	Block 2009	0
530730008072010	Block 2010	85
530730008072011	Block 2011	53
530730008072013	Block 2013	0
530730008072014	Block 2014	0
530730008072015	Block 2015	0
530730008072016	Block 2016	0
530730008072017	Block 2017	0
530730008072018	Block 2018	10
530730008072020	Block 2020	0
530730008072021	Block 2021	96
530730008072022	Block 2022	54
530730008072023	Block 2023	16
530730008072024	Block 2024	19
530730008072026	Block 2026	88
530730008072027	Block 2027	25
530730008072028	Block 2028	31
530730008072029	Block 2029	49
530730008072030	Block 2030	9
530730008072032	Block 2032	0
530730008091015	Block 1015	39

¹ Population reported in the 2020 census conducted by the U.S. Census Bureau

Commissioner District No. 4

Block Code	Block Name	Total Population ¹
530730008072019	Block 2019	0
530730008081000	Block 1000	258
530730008081002	Block 1002	86
530730008081003	Block 1003	112
530730008081004	Block 1004	42

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Resolution No. 882

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530730008081005	Block 1005	42
530730008081016	Block 1016	115
530730008081017	Block 1017	118
530730008081018	Block 1018	34
530730008081020	Block 1020	61
530730008081021	Block 1021	62
530730008082004	Block 2004	0
530730008082005	Block 2005	277
530730008082006	Block 2006	31
530730008082007	Block 2007	43
530730008082008	Block 2008	31
530730008082009	Block 2009	503
530730008082010	Block 2010	44
530730008082011	Block 2011	4
530730008082012	Block 2012	106
530730008082013	Block 2013	24
530730008082014	Block 2014	11
530730008082015	Block 2015	99
530730008082016	Block 2016	0
530730008082017	Block 2017	0
530730008082018	Block 2018	51

¹ Population reported in the 2020 census conducted by the U.S. Census Bureau

Commissioner District No. 5

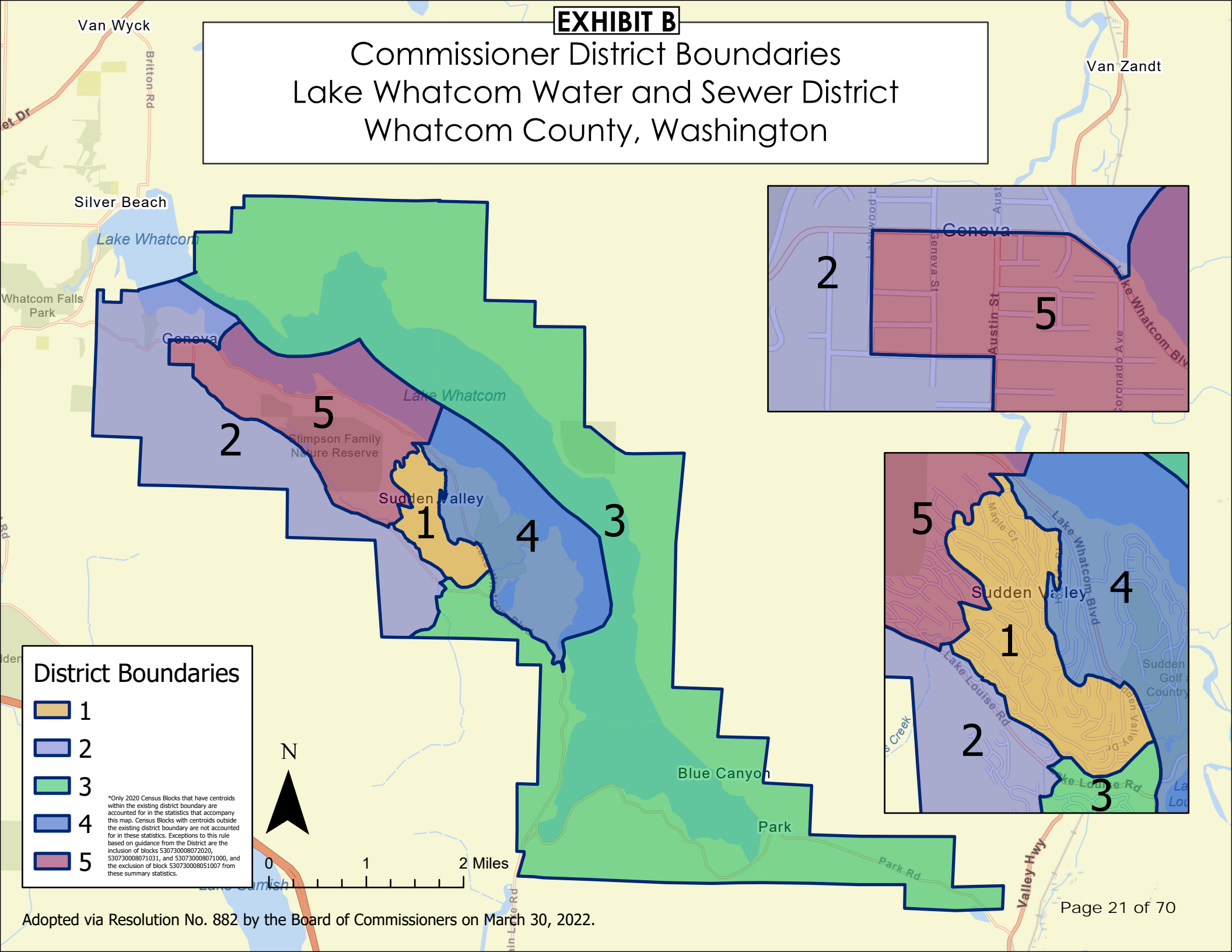
Block Code	Block Name	Total Population ¹
530730008051050	Block 1050	33
530730008052019	Block 2019	38
530730008052020	Block 2020	65
530730008052021	Block 2021	17
530730008052022	Block 2022	167
530730008052024	Block 2024	33
530730008052026	Block 2026	26
530730008053000	Block 3000	167
530730008053001	Block 3001	34
530730008053002	Block 3002	0
530730008053003	Block 3003	0
530730008053004	Block 3004	31
530730008053005	Block 3005	185
530730008053006	Block 3006	0
530730008053007	Block 3007	81

530730008053008	Block 3008	25
530730008053009	Block 3009	31
530730008053010	Block 3010	18
530730008053011	Block 3011	56
530730008053012	Block 3012	43
530730008053013	Block 3013	120
530730008053014	Block 3014	41
530730008053015	Block 3015	193
530730008053016	Block 3016	20
530730008081006	Block 1006	12
530730008081007	Block 1007	13
530730008082000	Block 2000	0
530730008082001	Block 2001	0
530730008082002	Block 2002	0
530730008082003	Block 2003	0
530730008092005	Block 2005	33
530730008092007	Block 2007	34
530730008092008	Block 2008	13
530730008092009	Block 2009	36
530730008092010	Block 2010	259
530730008092011	Block 2011	58
530730008092012	Block 2012	32
530730008092013	Block 2013	90
530730008092014	Block 2014	34
530730008092015	Block 2015	28
530730008092016	Block 2016	39
530730008092023	Block 2023	25

¹ Population reported in the 2020 census conducted by the U.S. Census Bureau

EXHIBIT B

Commissioner District Boundaries
Lake Whatcom Water and Sewer District
Whatcom County, Washington




District Boundaries

- 1
- 2
- 3
- 4
- 5

*Only 2020 Census Blocks that have centroids within the existing district boundary are accounted for in the statistics that accompany this map. Census Blocks with centroids outside the existing district boundary are not accounted for in these statistics. Exceptions to this rule based on guidance from the District are the inclusion of blocks 530730008072020, 530730008071031, and 530730008071000, and the exclusion of block 530730008051007 from these summary statistics.



**AGENDA Resolution No. 883—Conclusion of
BILL Emergency Declaration related
Item 7.B to the COVID-19 Pandemic**

DATE SUBMITTED:	March 15, 2022	MEETING DATE:	March 30, 2022
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Resolution No. 883		
TYPE OF ACTION REQUESTED	RESOLUTION <input checked="" type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

At the onset of the COVID-19 pandemic in early 2020 and following emergency declarations at the federal, state and local levels, the Board adopted Resolution No. 863, declaring a local emergency related to the pandemic, as allowed under [Revised Code of Washington 38.52.070](#) and in accordance with District [Administrative Code Section 2.16.3\(1\)](#). With many unknowns related to the pandemic at the time of the emergency declaration, the intent of the declaration was to provide the District more flexibility in responding impacts created by the pandemic.

Since that time, the District has shifted its operations in response to pandemic conditions, and federal, state and local guidance. Considering current pandemic conditions, the Board discussed during its regularly scheduled March 9, 2022, meeting whether the flexibility allowed under the emergency declaration (primarily the ability to expedite contracting for external services) remains warranted. Based upon the discussion, the Board directed staff to prepare a resolution allowing for the conclusion of the emergency declaration.

FISCAL IMPACT

None anticipated.

APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)

Enterprise Resiliency

RECOMMENDED BOARD ACTION

Staff recommends that the Board adopt Resolution No. 883.

PROPOSED MOTION

Recommended motion is:

“I move to adopt Resolution No. 883 as presented.”

**LAKE WHATCOM WATER AND SEWER DISTRICT
RESOLUTION NO. 883**

A Resolution of the Board of Commissioners
Concluding a Declaration of Emergency related to the COVID-19 Coronavirus Pandemic

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services declared a public emergency associated with the emergency of the novel coronavirus ("COVID-19") beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, the Governor of the State of Washington proclaimed that a State of Emergency in all counties in the State of Washington due to the outbreak of COVID-19; and

WHEREAS, on March 10, 2020, the Whatcom County Executive, in coordination with the Whatcom County Health Board, declared a Whatcom County public health emergency to reduce the spread of COVID-19 in our community; and

WHEREAS, on March 13, 2020, the President of the United States of America proclaimed that National Emergency due to the outbreak of COVID-19; and

WHEREAS, the Lake Whatcom Water and Sewer District ("District") is a special purpose district located in Washington State authorized under Title 57 Revised Code of Washington ("RCW"); and

WHEREAS, District Board of Commissioners ("Board") recognized that COVID-19 created a threat to life and public health, constituting an emergency and necessitating the utilization of emergency powers granted under RCW 38.52.070, District Administrative Code Section 2.16.3, and other applicable law; and

WHEREAS, during its regularly scheduled meeting held on March 25, 2020, the Board declared a local emergency associated with the COVID-19 pandemic via unanimous adoption of Resolution No. 863; and

WHEREAS, Section 5, Timing and Effect, of Resolution No. 863 indicates that the emergency declaration shall remain in full force and effect until a subsequent written order of the Board upon determination that the emergency has been adequately abated; and

WHEREAS, the Board hereby finds that the conditions associated with the COVID-19 pandemic have abated to the point that the District's use of emergency powers granted under RCW 38.52.070 are no longer warranted; and

WHEREAS, the foregoing recitals are a material part of this declaration;

NOW, THEREFORE, the Board of Commissioners of the Lake Whatcom Water and Sewer District, do hereby declare:

Section 1. The Declaration of Emergency adopted in Resolution No. 863 is rescinded. The Board hereby orders that Resolution No. 863 is repealed in its entirety.

Section 2. Any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this Resolution.

Section 3. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Commissioners hereby declare that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid or unconstitutional, then the original resolution or resolutions shall be in full force and effect.

Section 4. This resolution shall be effective immediately.

ADOPTED by the Board of Commissioners of Lake Whatcom Water and Sewer District, Whatcom County, Washington, at a regular meeting thereof, on the 30th day of March, 2022.

Laura Abele, President, Board of Commissioners

Attest:

Rachael Hope, Recording Secretary


Approved as to form:

Robert Carmichael, Attorney for the District



**AGENDA
BILL
Item 7.C**

**2022 Lake Whatcom Boulevard
Sewer CIPP Project
Public Works Contract Award**

DATE SUBMITTED:	March 22, 2022	MEETING DATE:	March 30, 2022
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter, District Engineer / Assistant General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Bid Tabulation		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

This project is the second of a series of projects to systematically rehabilitate degraded gravity pipe segments along the Lake Whatcom Boulevard Sewer Interceptor to improve flow capacity.

In the Fall of 2020 Wilson Engineering completed a hydraulic analysis that prioritized segments for rehabilitation, ranking them from the greatest positive impact to the least impact, on improving hydraulic capacity. The segments are located along Lake Whatcom Boulevard just west of Strawberry Point.

The 2022 scope of work includes rehabilitation of approximately 700 feet of 10-inch diameter sanitary sewer pipe, traffic control, and sewage bypass pumping.

The District published an advertisement for bids in the Bellingham Herald on January 27, 2022. A non-mandatory pre-bid meeting was held on March 2, 2022. Bids were due on March 16, 2022. Four bids were received.

Staff has reviewed mandatory and supplemental bidder responsibility criteria of the low bidder, Insta-Pipe, Inc. Staff recommends awarding the contract to Insta-Pipe, Inc.

Below are map exhibits that show locations of proposed work.



Pipe Segments to Be Rehabilitated – Approximately 700 feet (Solid Black Lines)



FISCAL IMPACT

The approved 2022 Budget includes \$123,600 for the construction contract. The low bid amount for is \$89,103.04 (including 8.6% sales tax).

APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)

Operational Optimization

Infrastructure Strategy and Performance

RECOMMENDED BOARD ACTION

Staff recommends awarding the contract to Insta-Pipe, Inc.

PROPOSED MOTION

Recommended motion is:

“I move to award the 2022 Lake Whatcom Boulevard Sewer CIPP Project public works contract to Insta-Pipe, Inc. for a total contract price of \$89,103.04, including 8.6% sales tax, and authorize the general manager to execute the contract.”

LAKE WHATCOM WATER & SEWER DISTRICT
1220 LAKEWAY DRIVE
BELLINGHAM, WA 982298
(360) 734-9224



BID TABULATION

PROJECT NAME	PROJECT #	BID OPENING DATE & TIME	PAGE # OF #	LOCATION		
2022 LAKE WHATCOM BLVD SEWER CIPP PROJECT	C2201	3/16/2022 2:10 PM	1 OF 1	LAKE WHATCOM WATER & SEWER DISTRICT (BROADCAST VIA GOTO MEETING)		
NAME OF FIRM	ENGINEER'S ESTIMATE		IRON HORSE, LLC	INSITUFORM TECHNOLOGIES, LLC	INSTA-PIPE, INC.	MICHELS CORPORATION

Item	Description	Quantity	Unit		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SCHEDULE A BASE BID														
1	Mobilization and Demobilization	1	LS		\$ 29,000.00	\$ 29,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,900.00	\$ 7,900.00	\$ 6,514.00	\$ 6,514.00	\$ 33,012.00	\$ 33,012.00
2	Traffic Control	1	LS		\$ 9,000.00	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00	\$ 10,500.00	\$ 10,500.00	\$ 7,500.00	\$ 7,500.00	\$ 5,450.00	\$ 5,450.00
3	Sewage Bypass	1	LS		\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	\$ 63,000.00	\$ 63,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,315.00	\$ 6,315.00
4	Heavy Cleaning of 10-inch Diameter Sewer Main	697	LF		\$ 7.00	\$ 4,879.00	\$ 40.00	\$ 27,880.00	\$ 9.00	\$ 6,273.00	\$ 10.00	\$ 6,970.00	\$ 12.75	\$ 8,886.75
5	10-inch Diameter CIPP Sewer Main Repair	697	LF		\$ 90.00	\$ 62,730.00	\$ 75.00	\$ 52,275.00	\$ 113.00	\$ 78,761.00	\$ 79.00	\$ 55,063.00	\$ 64.00	\$ 44,608.00
	Total Base Bid (does not include Washington State Sales Tax)					\$ 112,609.00		\$ 104,155.00		\$ 166,434.00		\$ 82,047.00		\$ 98,271.75


SCHEDULE B ADDITIVE BID ALTERNATE

BID GURANTEE FOR PROJECTS OVER \$35,000? (YES OR NO)	N/A	YES	YES	YES	YES
ADDENDUM ACKNOWLEDGED? (YES OR NO)	N/A	N/A	N/A	N/A	N/A



**AGENDA
BILL
Item 7.D**

**Public Assistance Grant
Agreement for FEMA Funding
associated with the
2021 Flood Event**

DATE SUBMITTED:	March 21, 2022	MEETING DATE:	March 30, 2022
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Public Assistance Grant Agreement with Washington State Military Department		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

On or around November 12, 2021, a significant rain event began that caused flooding throughout Whatcom County and specifically within the District's service area. The flood event exceeded the capacity of the District's infrastructure and adjacent waterways, causing damage to District infrastructure. Due to the magnitude of the flood event throughout the region, President Biden issued Presidential Disaster Declaration No. FEMA-4635-DR-WA. With the issuance of the disaster declaration, the District is eligible for reimbursement of costs expended in response to damage caused by the flood event.

The attached agreement, which is administered by the Washington State Military Department, provides for reimbursement of at least 75% of costs incurred by the District associated with recovery from the flood event.

FISCAL IMPACT

Total fiscal impact to the District from the 2021 flood event is still being assessed (estimated at between \$139,800 - \$1,000,000). Approval of the public assistance grant agreement will enable District eligibility for reimbursement of at least 75% of total incurred costs.

APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)

Financial Viability
Enterprise Resilience

RECOMMENDED BOARD ACTION

Staff recommends that the Board authorize the General Manager to execute the Public Assistance Grant Agreement with the Washington State Military Department.

PROPOSED MOTION

Recommended motion is:

“I move to authorize the general manager to execute the Public Assistance Grant Agreement with the Washington State Military Department to enable receipt of federal funds associated with recovery from the 2021 flood event as presented.”

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: Lake Whatcom Water and Sewer District 1220 Lakeway Dr. Bellingham, WA 98229		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D22-120	
4. SUBRECIPIENT, phone/email: (360) 734-9224/rich.munson@lwwsd.org		5. Grant Agreement Start Date: November 5, 2021		6. Grant Agreement End Date: January 5, 2026	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 169164845		9. UBI # (state revenue): 600151207	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4635-DR-WA		12. Program Index # 724YC (Federal) / 722YE (State) / 724YD (Admin)		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	
				14. Federal EIN #: 20-4196340	
15. Total Federal Award Amount: N/A		16. Federal Award Date: N/A			
17. Service Districts: (BY LEGISLATIVE DISTRICT): 40th (BY CONGRESSIONAL DISTRICT): 2nd		18. Service Area by County(ies): Whatcom County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A			23. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4635-DR-WA Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for the emergency work and the repair or replacement of disaster-damaged facilities. as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4635-DR-WA Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated January 5, 2022 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					

FOR THE DEPARTMENT:

Signature Date
Stacey McClain, Governor's Authorized Representative
Washington State Military Department

FOR THE SUBRECIPIENT:

Signature Date
print or type name: **Justin L. Clary**

APPROVED AS TO FORM:

SUBRECIPIENT's Attorney Date

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Rich Munson	Name	Gerard Urbas
Title	Engineering Technician/Safety Officer	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	rich.munson@lwwsd.org	E-Mail	gary.urbas@mil.wa.gov
Phone	360.734.9224	Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the “FEMA State Agreement” published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated January 5, 2022 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 5, 2022.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4635-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning November 5, 2021 to December 2, 2021. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4635-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4635-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG), and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated January 5, 2022 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4635-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. [REDACTED], Accounting Fund No. [REDACTED].
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant

Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT

until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.

- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
 - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
 - iv. Withhold further federal awards for the project or program.
 - v. Take any other remedies that may be legally available.
- f. The DEPARTMENT agrees to:
 - i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
 - ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
 - iii. Submit the SUBRECIPIENT's funding package to FEMA.
 - iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
 - v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
 - vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 5, 2022 (**Attachment 4**)

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated January 5, 2022 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/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 sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects,” the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors,

assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2

CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption

no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.


PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017	
PAPERWORK BURDEN DISCLOSURE NOTICE					
Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
F - R					
DAMAGED FACILITY				WORK COMPLETE AS OF:	
				_____ : _____ %	
SUBRECIPIENT			COUNTY		
LOCATION				LATITUDE	LONGITUDE
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		



**AGENDA
BILL
Item 9.A**

**General Manager's
Report**

DATE SUBMITTED:	March 24, 2022	MEETING DATE:	March 30, 2022
TO: BOARD OF COMMISSIONERS	FROM: Justin Clary, General Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. General Manager's Report		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Updated information from the General Manager in advance of the Board meeting.

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

None required.

PROPOSED MOTION

None.



LAKE WHATCOM WATER AND SEWER DISTRICT
General Manager's Report
Upcoming Dates & Announcements
Regular Meeting – Wednesday, March 30, 2022 – 8:00 a.m.

Important Upcoming Dates

Lake Whatcom Water & Sewer District			
Regular Board Meeting	Wed Apr 13, 2022	6:30 p.m.	Remote Attendance
Employee Staff Meeting	Thu Apr 14, 2022	8:00 a.m.	Remote Attendance Commissioner McRoberts to attend
Investment Comm. Meeting	Wed Apr 27, 2022	10:00 a.m.	Remote Attendance
Safety Committee Meeting	Thu Apr 28, 2022	8:00 a.m.	Remote Attendance
Lake Whatcom Management Program			
Policy Group Meeting	Wed Jun 1, 2022	3:00 p.m.	Remote Attendance
Joint Councils Meeting	Wed Mar 23, 2022	6:30 p.m.	Remote Attendance
Other Meetings			
WASWD Section III Meeting	Tue Apr 7, 2022	7:00 a.m.	At WASWD Spring Conference
WASWD Spring Conference	Apr 6-8, 2022	all day	Skamania Lodge, Stevenson, WA
Whatcom Water Districts Caucus Meeting	Wed Apr 20, 2022	2:00 p.m.	Remote Attendance
Whatcom County Council of Governments Board Meeting	Wed May 11, 2022	3:00 p.m.	Remote Attendance

Committee Meeting Reports

Safety Committee:

- No committee meeting has been held since last board meeting.

Investment Committee:

- No committee meeting has been held since last board meeting.

Upcoming Board Meeting Topics

- November 2021 flood event lessons learned presentation
- Eagleridge Booster Station Conversion Project discussion
- General facilities charges analysis kick-off presentation

2022 Initiatives Status

Administration and Operations

Capital Improvement Project Financing Plan

- Develop a financial plan that proactively prepares the District for significant capital projects on the near-term horizon while maintain Board-defined operational levels-of-service.
The financial plan development has yet to be initiated; related efforts include meeting with Cathi Read of the state Department of Commerce's Small Communities Initiative to discuss funding strategies, application for a FEMA Hazard Mitigation Grant for the Sudden Valley WTP chlorine contact basin replacement; and ongoing dialogue with city of Bellingham staff regarding financing the Post Point WWTP resource recovery project.

General Facilities Charges Review

- Conduct a review of District water and sewer general facilities (connection) charges (GFCs) to ensure appropriate fees are being assessed to new development.
A contract has been executed with FCS Group and work has been initiated.

Records Management System Overhaul

- Complete transition of the District's current records management system to a more robust system that ensures compliance with statutory requirements and gains efficiencies in document management.
A District-consultant meeting was conducted on January 27 and management has reviewed the draft document inventory list. Next step is to analyze the integration of records protection/recovery into applicable District emergency response documents.

Safety Program Update

- Continue systematic review and revision of District's safety programs by updating nine programs in 2022.
The safety committee has finalized an update to the personal protection equipment program, and is reviewing revisions to the safety responsibilities program and the slip, trips and falls safety program. The heat-related illness program is the next scheduled for review.

Capital Improvement Program Support

- Support the Engineering Department through management of specific capital improvement project(s).
The general manger is managing the Eagleridge Water Booster-Metering Station Conversion project (District Project No. C2011), and the Commissioner Boundary update (District Project No. A2116).

Emergency Response/System Security

Emergency Readiness

- Re-engage with Whatcom County Department of Emergency Management to hold tabletop emergency response exercises, as well as a field exercise (pandemic-dependent).
District tabletop exercise is scheduled for May 19 at the Whatcom County Division of Emergency Management facility.

Cybersecurity Assessment

- Hire an IT-service provider to perform a third-party assessment of the District's vulnerability to cybercriminal attack.
To be initiated.

Community/Public Relations

General

- Website
The District's web content is reviewed and updated on a regular basis.
- Social Media
Posts are made to District Facebook and LinkedIn pages regularly; Nextdoor is regularly monitored for District-related posts.
- Press Releases
Press releases were issued on March 2 (commissioner redistricting public hearing) and March 21 (sewage overflow at North Point lift station).

Intergovernmental Relations

- *J Clary attended a WASWD meeting on March 14 regarding 2022 legislation associated with utility arrearage assistance related to the pandemic.*
- *J Clary, B Hunter and R Munson attended a meetings on March 15 and 22 with FEMA staff regarding reimbursement for costs incurred associated with the 2021 flood event.*
- *J Clary attended a Whatcom Water Alliance meeting on March 16 regarding development of the WWA's rebate program (District customers will be eligible).*
- *J Clary attended the Whatcom Water Districts' Caucus meeting on March 18.*
- *J Clary met with John Williams, Lynden city administrator, on March 22 regarding the WRIA 1 adjudication.*
- *J Clary met with Eric Johnston, Bellingham public works director, on March 23 regarding a variety of city-district topics.*

Lake Whatcom Water Quality

Lake Whatcom Management Program

- Participate in meetings of Lake Whatcom Management Program partners.
J Clary attended the Data Group meeting on March 10, a Joint Councils meeting preparatory meeting on March 14, the Interjurisdictional Coordinating Team meeting on March 17, the Executive Team meeting on March 18, and the annual Joint Councils meeting on March 23.


Onsite Septic System Conversion Program

- Pursue connection of the one remaining septic-served parcel located within 200 feet of District sewer system identified in the memorandum to the Board dated April 9, 2020.
To be initiated.



**AGENDA
BILL
Item 9.B**

**Engineering Department
Report**

DATE SUBMITTED:	March 24, 2022	MEETING DATE:	March 30, 2022
TO: BOARD OF COMMISSIONERS	FROM: Bill Hunter, District Engineer		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Engineering Department Report		
	2. Summary of District Projects		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Updated information regarding District projects and current priorities in advance of the Board meeting.

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

None required.

PROPOSED MOTION

None.



Lake Whatcom Water & Sewer District Engineering Department Report

Prepared for the March 30, 2022 Board Meeting
Data Compiled 03/22/22 by RH, BH, RM, KH

Status of Water and System Capacities				
	South Shore ID# 95910	Eagleridge ID# 08118	Agate Heights ID# 52957	Johnson Well ID# 04782
DOH Approved ERUs	**	85	81	2
Connected ERUs	3929	70	44	2
Remaining Capacity (ERUs)	**	15	37	0
Permitted ERUs Under Construction	28	0	0	0
Pre-paid Connection Certificates & Expired Permit	13	0	5	0
Water Availabilities (trailing 12 months)	55	0	1	0
Subtotal - Commitments not yet connected	96	0	6	0
Available ERUs	**	15	31	0

** Per DOH, water system capacity is sufficient for buildout. Oct 2018

Agate Heights approved ERUs increased from 57 to 81 with DOH approval on August 10, 2021

Annual Reports		
Name Of Report	Deadline	Completed
Report Number of Sewer ERUs to City of Bellingham Prepared by: Bill Hunter	January 15	February 16, 2022
Other Reports		
Name Of Report	Deadline	Last Completed
Water Right Permit No. G1-22681 Development Extension	Due Every 5 Years Next Due Feb 15, 2023	2018
Water Right Permit No. S1-25121 Development Extension	Due Every 5 Years Next Due March 30, 2023	2018

Summary of District Projects

Report Prepared 3/23/2022

Project Number	Project Title / Tasks	Authorized Budget	Spent to Date	Amount Remaining	2022 Schedule											
					J	F	M	A	M	J	J	A	S	O	N	D
C 1802	Dellesta, Edgewater & Euclid Sewer Pump Stations	\$1,816,583	\$1,097,924	\$718,659												
C 1802.1	Euclid	\$834,379	\$115,720	\$718,659												
C 1802.2	Dellesta & Edgewater	\$982,204	\$982,204	\$0												
C 1909	Little Strawberry Bridge Water Main Predesign & Estimate	\$20,000	\$0	\$20,000												
C 1913	SVWTP 20-Year Facility Plan	\$159,710	\$113,323	\$46,387												
C 2006	SCADA Telemetry - Managed Ethernet Switches	\$20,000	\$15,045	\$4,955												
G 2007	Administrative Server Hardware	\$25,000	\$24,478	\$522												
C 2011	Convert Eagleridge Booster to Metering Station	\$30,000	\$29,470	\$530												
C 2012	Austin-Fremont PRV Rebuild	\$10,000	\$0	\$10,000												
C 2016	SVWTP Misc Component Replacement (CCB Fiberglass Ladder, Spare 300 Amp Breakers, Div 22 Finish Meter, Raw Meter, CCB Pressure Transmitter, Intake Anchorage Warning Signs)	\$40,000	\$14,559	\$25,441												
C 2104	Exterior Receptacles for Block Heaters and Battery Chargers	\$16,290		\$16,290												
C 2106	SVWTP to SVPS Telemetry Comm Study, Testing	\$10,000	\$1,882	\$8,118												
C 2107	Camp Firwood Dead End Water Main Auto Flusher	\$5,000		\$5,000												
C 2109	Geneva Res Insertavalve for Emergency Isolation	\$10,000		\$10,000												
C 2110	Division 30 Booster PLC and UPS Improvements	\$60,000		\$60,000												
C 2111	Div 7 Reservoir Predesign, Esmts & Permitting	\$63,000	\$27,217	\$35,783												
C 2112	Rocky Ridge & Lakewood Predesign and Shoreline Permitting	\$272,700	\$17,998	\$254,702												
C 2113	Flat Car Reverse Flow to SVPS - Design & Permitting	\$153,000		\$153,000												
C 2114	LWBI CIPP, and I&I	\$180,000	\$149,923	\$30,077												
A 2116	Commissioner District Boundary Census Update	\$10,000														
M 2120	Nov 2021 Flood Event - Emergency Response & Recovery		\$161,843													
C 2201	LWBI CIPP Renewal Project - 2022 Phase	\$123,600	\$375													
C 2202	Replace Sewer Camera Equipment	\$150,000														
C 2203	Sudden Valley Sewer Pump Station PLC and UPS Impr	\$77,250														
C 2204	Sewer System Rehab and Replacement Projects	\$113,000														
M 2205	Afternoon Beach SPS Pump 1 Replace Electrical Lead	\$3,000														
M 2206	Mitigation Area Landscape Maint (Country Club & Geneva)	\$5,000														
M 2207	UPS and Battery Backup Mods (Various stations)	\$15,000														
M 2208	Tomb SPS Control Panel Mods	\$8,000														
M 2209	Ranch House Berm Replace Aquadam	\$3,500														
A 2210	Reservoir and WTP Site Security Assessment and Plan	\$50,000														
C 2211	South Geneva Booster Standby Generator and ATS	\$60,000														
C 2212	Fire Hydrant Replacements	\$20,000														
C 2213	Pinto Creek PRV Replacement (labor by District crew)	\$14,000														
A 2214	Lead Service Line Inventory Planning	\$15,000														
A 2215	Exterior Coating Assessment/Estimates for D22 roof and D30	\$25,000														
C 2216	Replace Tool Truck	\$85,000														
C 2217	Stand-alone Temporary Control Panel	\$14,000														
M 2218	Spare PLC Components	\$20,000														
C 2219	1000 Gal Diesel Fuel Tank at Shop	\$20,000														
M 2220	3-Phase Electrical Data Logger	\$3,500														
M 2221	Shop Perimeter Fence and Enlarge Rear Gate Opening	\$10,000														
M 2222	Increase Repair Parts Inventory	\$50,000														
C 2223	VHF Radios at Beaver and Flat Car	\$8,000														
A 2224	Meter Reading Van Repairs from Vehicle Theft															
A 2225	General Facilities Charge Rate Study															
M 2226	Div 30 Reservoir Removal of Hazard Trees	\$6,500														

NOTATION LEGEND


A_____ Administrative Project
 C_____ Capital Project
 M_____ Maintenance Project
 _____ Sewer Project (Green Font)
 _____ Water Project (Blue Font)
 _____ Sewer and Water Project (Black Font)

p _____ Planned (labor not started)
 a _____ Active (labor underway)
 c _____ Completed (no further labor needed)
 t _____ Target Completion



**AGENDA
BILL
Item 9.C**

**Finance Department
Report**

DATE SUBMITTED:	March 10, 2022	MEETING DATE:	March 30, 2022
TO: BOARD OF COMMISSIONERS	FROM: Jennifer Signs, Finance Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. February 2022 Cash Summary		
	2. February 2022 Financial Report		
	3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Updated information regarding District finances in advance of the Board meeting.

FISCAL IMPACT

None

APPLICABLE EFFECTIVE UTILITY MANAGEMENT ATTRIBUTE(S)

Financial Viability

RECOMMENDED BOARD ACTION

None required.

PROPOSED MOTION

None



LAKE WHATCOM WATER AND SEWER

INVESTMENTS/CASH AS OF 2/28/2022

Petty Cash	\$	1,600	
Cash	\$	838,381	0.00%
Public Funds Account	\$	503,272	0.10%
<hr/>			
WA Federal	\$	1,343,253	
Local Gov't Investment Pool	\$	236,564	0.09%

		PAR VALUE		YIELD	
FNMA-Pro Equity	Non-callable	\$	1,039,976	Jan-23	0.130%
US Treasury Note	Non-callable	\$	498,242	Jun-23	0.250%
FFCB - Pro Equity	Callable	\$	799,999	Jan-24	0.190%
FANNIE MAE - Pro Equity	Callable	\$	500,823	Jun-24	0.210%
US Treasury Note	Non-callable	\$	491,836	Sep-24	0.375%
US Treasury Note	Non-callable	\$	500,664	Jan-25	1.125%
Discounts, Accrued Interest			(\$4,438)		
US Bank Safekeeping		\$	3,827,102		
TOTAL		\$	5,406,918		

USE OF FUNDS:

Bond Reserve - Restricted	\$	772,334
Contingency - Assigned	\$	1,275,000
Operating - Unassigned	\$	970,000
Unassigned	\$	2,389,584
		<hr/>
		\$ 5,406,918

Fund Balance		
Water Fund	\$	1,120,627
Sewer Fund	\$	2,238,957
Sewer Contingency	\$	815,000
Water Contingency	\$	460,000
Bond Reserve	\$	772,334
		<hr/>
		\$ 5,406,918

Monthly Trial Balance

Lake Whatcom W-S District

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401 Water Fund

Revenues	Amt Budgeted	February	YTD	Remaining	
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330 State Generated Revenues

331 40 10 00	Federal Grants	239,000.00	0.00	0.00	239,000.00	100.0%
	330 State Generated Revenues	239,000.00	0.00	0.00	239,000.00	100.0%

340 Charges For Services

343 40 10 00	Water Sales Metered	2,894,977.00	214,018.62	446,381.35	2,448,595.65	84.6%
343 41 10 01	Building Permits - Water	84,030.00	0.00	2,941.58	81,088.42	96.5%
	340 Charges For Services	2,979,007.00	214,018.62	449,322.93	2,529,684.07	84.9%

350 Fines & Forfeitures

359 81 10 00	Combined Fees	28,000.00	716.87	2,114.00	25,886.00	92.5%
359 90 00 00	Late Fees	58,000.00	5,739.54	10,285.96	47,714.04	82.3%
	350 Fines & Forfeitures	86,000.00	6,456.41	12,399.96	73,600.04	85.6%

360 Misc Revenues

361 11 00 00	Investment Interest	20,000.00	116.14	12,230.70	7,769.30	38.8%
369 10 00 00	Sale Of Surplus	1,000.00	0.00	0.00	1,000.00	100.0%
369 10 01 00	Miscellaneous	1,000.00	0.00	0.00	1,000.00	100.0%
	360 Misc Revenues	22,000.00	116.14	12,230.70	9,769.30	44.4%

390 Other Revenues

398 20 00 01	Insurance Recoveries	0.00	0.00	26,259.25	(26,259.25)	0.0%
	390 Other Revenues	0.00	0.00	26,259.25	(26,259.25)	0.0%

Fund Revenues:	3,326,007.00	220,591.17	500,212.84	2,825,794.16	85.0%
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Expenditures	Amt Budgeted	February	YTD	Remaining	
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534 Water Utilities

534 10 10 00	Water - Gen Admin Payroll	371,770.00	28,073.13	61,139.58	310,630.42	83.6%
534 10 20 00	Water - Gen Admin Personnel Benefits	161,024.00	11,059.80	26,142.44	134,881.56	83.8%
534 10 31 00	Water - Gen Admin Supplies	25,000.00	170.88	5,117.69	19,882.31	79.5%
534 10 31 01	Water - Meetings/Team building	2,000.00	0.00	87.47	1,912.53	95.6%
534 10 40 00	Water - Merchant Serivces Fees	11,500.00	1,191.39	2,142.78	9,357.22	81.4%
534 10 40 01	Water - Bank Fees	800.00	92.66	179.73	620.27	77.5%
534 10 41 00	Water - Quality Assurance Programs	81,300.00	0.00	208.12	81,091.88	99.7%
534 10 41 01	Water - Gen Admin Prof Srvs	167,000.00	8,543.90	31,461.97	135,538.03	81.2%
534 10 41 02	Water- Engineering Srvs	20,000.00	315.00	2,963.50	17,036.50	85.2%
534 10 41 03	Water - Legal Srvs	22,000.00	1,266.25	4,139.50	17,860.50	81.2%
534 10 42 00	Water - Admin Communication	31,000.00	1,662.67	4,059.33	26,940.67	86.9%
534 10 45 00	Water - Gen Admin Lease	5,500.00	884.76	934.81	4,565.19	83.0%
534 10 46 00	Water - Gen Admin Insurance	103,500.00	0.00	0.00	103,500.00	100.0%
534 10 49 00	Water - Gen Admin Misc	200.00	0.00	0.00	200.00	100.0%
534 10 49 01	Water- Memberships/Dues/Permits	17,250.00	4,946.53	7,393.85	9,856.15	57.1%
534 10 49 02	Water - Taxes	147,500.00	11,841.00	24,194.69	123,305.31	83.6%
534 40 43 00	Water - Admin Training & Travel	10,000.00	91.45	432.95	9,567.05	95.7%
534 40 43 01	Water- Tuition Reimbursement	500.00	0.00	0.00	500.00	100.0%

Monthly Trial Balance

Lake Whatcom W-S District

Time: 12:17:07 Date: 03/10/2022

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401 Water Fund

Expenditures	Amt Budgeted	February	YTD	Remaining	
534 Water Utilities					
534 50 31 00 Water - Maintenance Supplies	135,000.00	5,524.98	19,943.93	115,056.07	85.2%
534 50 31 01 Water- Small Assets	40,000.00	3,679.29	12,700.18	27,299.82	68.2%
534 50 48 00 Water - Repair & Maint	60,000.00	4,275.30	17,395.51	42,604.49	71.0%
534 50 49 00 Water - Insurance Claims	2,500.00	0.00	0.00	2,500.00	100.0%
534 60 41 00 Water - Operations Contracted (Edge Analytical)	15,500.00	1,664.00	1,947.00	13,553.00	87.4%
534 60 47 00 Water - City of Bellingham	52,000.00	3,333.01	9,762.99	42,237.01	81.2%
534 80 10 00 Water - Operations Payroll	629,236.00	44,692.69	99,855.27	529,380.73	84.1%
534 80 20 00 Water - Operations Personnel Benefits	288,653.00	18,621.76	40,397.43	248,255.57	86.0%
534 80 32 00 Water - Operations Fuel	12,500.00	335.24	3,642.14	8,857.86	70.9%
534 80 35 00 Water - Safety Supplies	10,000.00	65.84	469.68	9,530.32	95.3%
534 80 35 01 Water - Safety Boots	1,400.00	0.00	58.74	1,341.26	95.8%
534 80 35 02 Water - Emergency Preparedness	5,000.00	0.00	0.00	5,000.00	100.0%
534 80 43 00 Water - Operation Training/Travel/Certifications	10,000.00	0.00	294.37	9,705.63	97.1%
534 80 47 00 Water - Ops Utilities	121,200.00	13,253.74	23,422.74	97,777.26	80.7%
534 80 49 00 Water - Operations Laundry	2,000.00	101.31	215.08	1,784.92	89.2%
534 Water Utilities	2,562,833.00	165,686.58	400,703.47	2,162,129.53	84.4%

580 Non Expenditures

589 99 99 99 Payroll Benefit Liabilities	0.00	(137.32)	617.94	(617.94)	0.0%
580 Non Expenditures	0.00	(137.32)	617.94	(617.94)	0.0%

591 Debt Service

591 34 77 01 Geneva AC Mains Principal	119,938.00	0.00	0.00	119,938.00	100.0%
591 34 77 02 Div 22 Reservoir Principal	65,475.00	0.00	0.00	65,475.00	100.0%
592 34 83 01 Geneva AC Mains Interest	25,187.00	0.00	0.00	25,187.00	100.0%
592 34 83 02 Div 22 Reservoir Interest	15,714.00	0.00	0.00	15,714.00	100.0%
591 Debt Service	226,314.00	0.00	0.00	226,314.00	100.0%

594 Capital Expenditures

594 34 60 01 Capital Outlay - Budget Only	528,250.00	0.00	0.00	528,250.00	100.0%
594 34 62 01 Capital Projects - Water Structures	0.00	3,754.50	3,947.00	(3,947.00)	0.0%
594 34 63 01 Capital Projects - Water System	0.00	0.00	9,089.86	(9,089.86)	0.0%
594 Capital Expenditures	528,250.00	3,754.50	13,036.86	515,213.14	97.5%

Fund Expenditures:	3,317,397.00	169,303.76	414,358.27	2,903,038.73	87.5%
Fund Excess/(Deficit):	8,610.00	51,287.41	85,854.57		

Monthly Trial Balance

Lake Whatcom W-S District

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402 Sewer Fund

Revenues	Amt Budgeted	February	YTD	Remaining	
340 Charges For Services					
343 50 11 00 Sewer Service Residential	4,425,315.00	368,157.28	742,295.34	3,683,019.66	83.2%
343 50 19 00 Sewer Service Other	4,500.00	676.88	963.76	3,536.24	78.6%
343 51 10 02 Building Permits - Sewer	88,600.00	0.00	0.00	88,600.00	100.0%
340 Charges For Services	4,518,415.00	368,834.16	743,259.10	3,775,155.90	83.6%

360 Misc Revenues

361 11 00 02 Investment Interest	20,000.00	116.14	12,230.70	7,769.30	38.8%
361 40 00 02 ULID 18 Interest/Penalties	1,800.00	0.00	0.00	1,800.00	100.0%
368 10 00 02 ULID 18 Principal Payments	8,000.00	0.00	139.62	7,860.38	98.3%
369 10 00 02 Sale Of Surplus	1,000.00	0.00	0.00	1,000.00	100.0%
369 10 01 02 Miscellaneous	1,000.00	0.00	0.00	1,000.00	100.0%
369 40 00 02 Project Reimbursement	4,141.00	0.00	0.00	4,141.00	100.0%
360 Misc Revenues	35,941.00	116.14	12,370.32	23,570.68	65.6%

Fund Revenues:	4,554,356.00	368,950.30	755,629.42	3,798,726.58	83.4%
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Expenditures	Amt Budgeted	February	YTD	Remaining	
535 Sewer					
535 10 10 00 Sewer - Admin Payroll	371,770.00	26,307.61	55,305.81	316,464.19	85.1%
535 10 20 00 Sewer - Gen Admin Personnel Benefits	161,024.00	11,059.58	26,142.06	134,881.94	83.8%
535 10 31 00 Sewer - Gen Admin Supplies	16,800.00	170.87	5,103.54	11,696.46	69.6%
535 10 31 01 Sewer - Meetings/Team Building	2,000.00	0.00	44.42	1,955.58	97.8%
535 10 40 00 Sewer -Merchant Services Fees	11,500.00	1,191.38	2,142.76	9,357.24	81.4%
535 10 40 01 Sewer - Bank Fees	750.00	107.67	194.74	555.26	74.0%
535 10 41 01 Sewer - Gen Admin Prof Srvc	187,500.00	7,970.87	30,932.02	156,567.98	83.5%
535 10 41 02 Sewer - Engineering Srvc	20,000.00	315.00	851.50	19,148.50	95.7%
535 10 41 03 Sewer - Legal Srvc	22,000.00	1,266.25	4,139.50	17,860.50	81.2%
535 10 42 00 Sewer - Admin Communication	31,000.00	1,662.63	4,059.24	26,940.76	86.9%
535 10 45 00 Sewer - Gen Admin Lease	5,500.00	884.74	934.79	4,565.21	83.0%
535 10 46 00 Sewer - Gen Admin Insurance	103,500.00	0.00	0.00	103,500.00	100.0%
535 10 49 00 Sewer - Gen Admin Misc	200.00	0.00	0.00	200.00	100.0%
535 10 49 01 Sewer - Memberships/Dues/Permits	10,000.00	119.42	2,524.73	7,475.27	74.8%
535 10 49 02 Sewer - Taxes	122,000.00	7,371.45	14,749.61	107,250.39	87.9%
535 40 43 00 Sewer - Gen Admin TrainIng &Travel	10,000.00	91.45	186.95	9,813.05	98.1%
535 40 43 01 Sewer - Tuition Reimbursement	500.00	0.00	0.00	500.00	100.0%
535 50 31 00 Sewer - Maintenance Supplies	45,000.00	395.95	1,781.86	43,218.14	96.0%
535 50 31 01 Sewer - Small Assets	30,000.00	3,603.33	15,014.46	14,985.54	50.0%
535 50 48 00 Sewer - Repair & Maint	125,000.00	19,232.23	53,825.26	71,174.74	56.9%
535 50 49 00 Sewer - Insurance Claims	2,500.00	0.00	5,000.00	(2,500.00)	0.0%
535 60 47 00 Sewer - City of Bellingham	816,000.00	55,760.54	245,079.73	570,920.27	70.0%
535 80 10 00 Sewer - Operations Payroll	530,481.00	35,283.81	79,018.37	451,462.63	85.1%
535 80 20 00 Sewer - Operations Personnel Benefits	237,606.00	14,635.19	31,773.00	205,833.00	86.6%
535 80 32 00 Sewer - Operations Fuel	14,200.00	1,781.03	9,021.26	5,178.74	36.5%
535 80 35 00 Sewer - Safety Supplies	10,000.00	729.06	1,508.21	8,491.79	84.9%
535 80 35 01 Sewer - Safety Boots	1,400.00	0.00	58.75	1,341.25	95.8%
535 80 35 02 Sewer - Emergency Preparedness	5,000.00	0.00	0.00	5,000.00	100.0%
535 80 43 00 Sewer - Operations Training/Travel/Certification	10,000.00	0.00	182.90	9,817.10	98.2%

Monthly Trial Balance

Lake Whatcom W-S District

Time: 12:17:07 Date: 03/10/2022

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402 Sewer Fund

Expenditures	Amt Budgeted	February	YTD	Remaining	
535 Sewer					
535 80 47 00 Sewer - Ops Utilities	110,000.00	15,270.50	31,552.30	78,447.70	71.3%
535 80 49 00 Sewer - Operations Laundry	2,500.00	152.01	322.71	2,177.29	87.1%
535 Sewer	3,015,731.00	205,362.57	621,450.48	2,394,280.52	79.4%

591 Debt Service

591 35 77 02 Bond 2016 Principal	445,000.00	0.00	0.00	445,000.00	100.0%
591 35 83 02 Bond 2016 Interest	192,376.00	0.00	0.00	192,376.00	100.0%
591 Debt Service	637,376.00	0.00	0.00	637,376.00	100.0%

594 Capital Expenditures

594 35 60 02 Capital Outlay - Budget Only	805,880.00	0.00	0.00	805,880.00	100.0%
594 35 62 02 Capital Projects - Sewer Structures	0.00	916.25	1,097.35	(1,097.35)	0.0%
594 Capital Expenditures	805,880.00	916.25	1,097.35	804,782.65	99.9%


Fund Expenditures:	4,458,987.00	206,278.82	622,547.83	3,836,439.17	86.0%
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Fund Excess/(Deficit):	95,369.00	162,671.48	133,081.59		
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**AGENDA
BILL
Item 9.D**

**Operations Department
Report**

DATE SUBMITTED:	March 24, 2022	MEETING DATE:	March 30, 2022
TO: BOARD OF COMMISSIONERS	FROM: Brent Winters, Operations Manager		
GENERAL MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Operations Department Report		
	2. Status of District Water & Sewer Systems		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input type="checkbox"/>	INFORMATIONAL /OTHER <input checked="" type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Updated information regarding District operations in advance of the Board meeting.

FISCAL IMPACT

None.

RECOMMENDED BOARD ACTION

None required.

PROPOSED MOTION

None.



Lake Whatcom Water & Sewer District Operations & Maintenance Department Report

Prepared for the March 30 ,2022 Board Meeting
Data Compiled 03/24/22 by RH, BW, RM

State Required Report Status														
Monthly Reports														
Name Of Report		Completed												
Chlorination Report Agate Heights Prepared by: Kevin	Postmarked by the 10th of month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
		x	x	x										
Surface Water Treatment Rule Report (SVWTP) Prepared by: Kevin	Postmarked by the 10th of month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
		x	x	x										
Annual Reports														
Name Of Report	Deadline	Completed												
WA State Cross Connection Report Prepared by: Rich	May													
OSHA 300 Log Prepared by: Rich	February 1	February 22, 2022												
Water Use Efficiency Performance Report Prepared by: Kevin	July 1													
Community Right to Know (Hazardous Materials) Prepared by: Rich & Brent	March 31													
Consumer Confidence Reports Prepared by: Kevin	June 30	Geneva		SV		EagleR		Agate Ht						
Other Reports														
Name Of Report	Deadline	Last Completed												
CPR/First Aid Training Coordinated by: Rich	Due Biennially Next Due 2023	March 23, 2021												
Flagging Card Training Coordinated by: Rich	Due Triennially Next Due 2022													

Safety Program Summary	
Completed by Rich Munson & Brent Winters	
Summary of Annual Safety Training	
<i>2022 Testing Period - Jan 1, 2021 to April 30, 2021</i>	
	% Complete
Engineering - Managers	100%
Engineering - Staff	100%
Field Crew - Managers	100%
Field Crew - Staff	100%
Office - Managers	100%
Office - Staff	100%
Overall	100%

Safety meetings for the field crew take place every Friday at 7 a.m.

Dates of Completed Safety Committee Meetings						
1/21/2022						
2/24/2022						
3/24/2022						
Summary of Work-Related Injuries & Illnesses						
	Current Month	2022	2021	2020	2019	2018
Total Number of Work Related Injuries						
Defined as a work related injury or illness that results in:						
• Death						
• Medical treatment beyond first aid						
• Loss of consciousness	0	0	0	0	0	0
• Significant injury or illness diagnosed by a licensed health care professional						
• Days away from work (off work)						
• Restricted work or job transfer						
Total Number of Days of Job Transfer or Restriction (light duty or other medical restriction)	0	0	0	0	0	0
Total Number of Days Away from Work (at home, in hospital, not at work)	0	0	0	0	0	0
Near Misses	0	0	0	0	2	2
Safety Coordinator Update						

Status of District Water and Sewer Systems
Prepared by Brent Winters Operations and Maintenance Manager
3/30/2022 Board Meeting

Safety Activities	
<ol style="list-style-type: none"> 1. No time-loss injuries or near misses. 2. Daily safety reminders directly relevant to the day's tasks. 3. Jobsite tailgate meetings by project lead. 	
Water Utility Activities	
<i>Water Treatment Plants</i> <ol style="list-style-type: none"> 1. Sudden Valley <ol style="list-style-type: none"> a. Plant is operating well, averaging .5 million gallons per day (MGD). b. Raw water turbidity is back to normal. c. Tim is fine tuning the rehabilitated filter control valves. 2. Agate Heights <ol style="list-style-type: none"> a. Plant is operating well. b. Nothing new to report. 	
<i>Distribution System</i> <ol style="list-style-type: none"> 1. Working with the Engineering Dept. to remove 23 large trees above the Division 30 reservoir. A large tree recently fell near the reservoir causing us concern. 2. Norton Corrosion performed annual cathodic protection inspection and testing. Initial findings show two reservoirs needing additional sacrificial anodes. Final report should be received before the end of the month. 	
Sewer Utility Activities	
<i>Lift Stations</i> <ol style="list-style-type: none"> 1. North Point <ol style="list-style-type: none"> a. Pump 1 stator/rotor failure making the pump scrap. b. Pump 2 is assumed to be in the same condition but is being used as a backup to the engine driven pumps. It will run for about 1 hour before an over temp shuts it down. c. Godwin engine driven pump set up as the primary, Rain For Rent engine driven pump set up as backup. The Godwin pump is significantly quieter than the Rain For Rent pump. d. The two new Meyers pumps we ordered in December are waiting for back ordered stator assemblies to arrive so the manufacturer can complete the assembly and ship. 2. Flat Car pump 1 has been repaired and installed. Submitted expense to FEMA for reimbursement. 3. Assisted Wilson Engineering with North Point flow testing to create a system curve for the station. The results will determine the feasibility of installing Flygt pumps at North Point. 	
<i>Collection System</i> <ol style="list-style-type: none"> 1. Televising mains that have never been inspected. Advising Engineering whenever pipe scores low enough to require immediate action. 	
Fleet	
<i>Vehicles</i> <ol style="list-style-type: none"> 1. 1999 Ford is at DK Diesel for an estimate to repair, the estimate is \$7,500. A new replacement truck is not available through the Department of Enterprise Services this year. 	
<i>Equipment</i> <ol style="list-style-type: none"> 1. The brakes on the basket lift seized up. Cyrus is replacing the brakes and bearings. 	
Facilities	
<i>Shop Building</i> <ol style="list-style-type: none"> 1. Shop fence power and lighting project is waiting for back ordered light head assembly to arrive. The light poles have been installed. 	
Training	
<ol style="list-style-type: none"> 1. Flagger recertification and fit testing have been scheduled for May 19th. 	
Development	
<ol style="list-style-type: none"> 1. Inspector is actively working with twelve (12) permit holders making connection to our system. 	