

Agenda

1. Opening Meeting - Pledge of Allegiance

2. Review/Correct and/or Approve Minutes

- [a.](#) January 22, 2024 Draft Minutes
- [b.](#) Special Meeting January 25, 2024 Draft Minutes

3. Citizen Input

- [a.](#) Cayla Samms, Sumas Community Holiday Dinner
- [b.](#) RCI Construction Inc. Letter

4. Old Business

5. New Business

- [a.](#) Sub-Recipient Agreement with Whatcom Sheriff's Office
Operation Stonegarden Program
- [b.](#) Memo FEMA Mitigation Request for Qualifications
- [c.](#) Pole Attachment Agreement with Frontier Communications Northwest dba Ziplly

6. Staff Reports

Chief of Police

Public Works Director

Finance Director

- [1.](#) 2023 FEMA Projects & Funding

City Clerk

Mayor

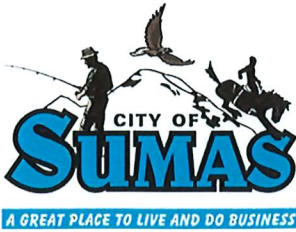
City Attorney

7. Voucher Approvals

8. Executive Session

- a. Executive Session with counsel consideration of sale of real estate RCW 42.30.110(1)(c)

9. Adjournment



Sumas City Council Meeting
Sumas City Hall, 433 Cherry Street, Sumas, WA 98295
Monday, January 22, 2024, at 7:00 PM

Minutes

PRESENT

Mayor Bruce Bosch
Council Member Jesse Clawson
Council Member Josh Clawson
Council Member Richard Postma
Council Member Todd Daniels
Council Member Jessica Koehler

1. **Opening Meeting - Pledge of Allegiance**
2. **Review/Correct and/or Approve Minutes**

- a. January 08, 2024, Draft Minutes

Councilmember Daniels made a motion to approve January 08, 2024, Minutes, Councilmember Postma seconded; all were in favor the motion carried.

3. **New Business**

- a. Northwest Lineman College - Task Order No. 05

Jim Wright, City Attorney, would like to review this contract in executive session.

- b. Memo - Carson Cortez, Agreements with Department of Commerce

Michelle Quinn, City Clerk went over the two grant agreements from the Department of Commerce for the comprehensive plan updates. The first agreement is for the periodic update of the comprehensive plan review due in June 2025. The second agreement for the climate planning grant is to be used towards the implementation of a new climate change element; this requirement is to be added to the comprehensive plan update. Each grant agreement is for \$100,000.00, we will be reimbursed as we turn in tasks for completed sections.

- c. Contract 24-63335-058 GMA Periodic Update Grant

Councilmember Daniels made a motion to authorize Mayor Bosch to sign the GMA Periodic Update Grant No. 24-63335-058, Councilmember Postma seconded; all were in favor the motion carried.

d. Contract 24-63610-164, 2023-2025 Climate Planning Grant

Councilmember Jesse Clawson made a motion to authorize Mayor Bosch to sign the 2023-2025 Climate Planning Grant No.24-63610-164, Councilmember Daniels seconded; all were in favor the motion carried.

e. Whatcom Transportation Authority Board, 2024 Representative Appointment

Michelle Quinn, City Clerk, advised Jennifer Lautenbach, Everson Councilmember has agreed to be our representative on the Whatcom Transportation Authority Board for 2024. Councilmember Daniels made a motion to appoint Jennifer Lautenbach to be our WTA Board Representative, Councilmember Jesse Clawson seconded; all were in favor the motion carried.

4. Staff Reports

Chief of Police

Daniel DeBruin thanked the city crew for keeping our roads open from all the snow.

Public Works Director

Sunny Aulakh updated the council that the house move on Arthurs Way went smooth with no problems.

Finance Director

1. Memo - Salary Step Increase

Mollie Bost stated Grant Korthuis has completed 4-years and is recommended to move him to step five of five effective January 01, 2024. Councilmember Josh Clawson motioned to affirm the salary step increase for Grant Korthuis to step five, Councilmember Daniels seconded; all were in favor the motion carried.

City Attorney

Mayor Bosch advised he has heard from the friends of the library; the library may be cutting their hours; he encourages everyone to stop by.

5. Voucher Approvals

The bills were presented for approval and payment. Check numbers 23167-23168; 23171 through 23193 for \$183,709.66; EFTs in the amount \$95,728.00. Councilmember Postma made a motion to pay the bills, Councilmember Daniels seconded; all were in favor the motion carried.

6. Executive Session

Executive Session with legal council about current or potential litigation RCW 42.30.110(1) (i)

Executive session was called until 7:33 pm and no action was taken.

7. Adjournment

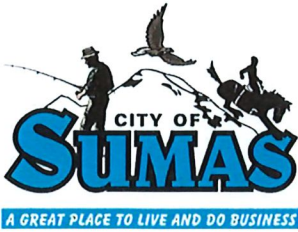
Councilmember Jesse Clawson made a motion to adjourn the meeting, Councilmember Josh Clawson seconded; all were in favor the motion carried.

_____, Mayor

ATTEST:

_____, City Clerk

DRAFT



Minutes

PRESENT

- Mayor Bruce Bosch
- Council Member Jesse Clawson
- Council Member Richard Postma
- Council Member Todd Daniels
- Council Member Jessica Koehler

ABSENT

- Council Member Josh Clawson

1. Opening Meeting - Pledge of Allegiance

2. New Business

- a. Flood Mitigation and Protection

Mayor Bosch opened the special meeting regarding flood mitigation and protection and advised the executive session will be until 5:00 pm.

3. Executive Session

- a. Executive Session discussion regarding agency enforcement action RCW 42.30.30.110(1)(i)

Executive Session discussion about current or potential litigation RCW 42.30.110 (1)(i)

No action was taken.

4. Adjournment

Councilmember Daniels moved to adjourn; Councilmember Jesse Clawson seconded; all were in favor the motion carried.

_____, Mayor

ATTEST:

_____, City Clerk

Cayla Samms
3362 Halverstick Rd
Sumas WA 98295

January 16, 2024

Mayor Bosch and Sumas City Council Members
433 Cherry Street
Sumas WA 98295

RE: Sumas Community Holiday Dinner

Dear Mayor Bosch and Sumas City Council Members:

Thank you for waiving the fee for using the Senior/Community Center for the Sumas Community Holiday Dinner held on December 24th, 2023. Local Sumas residents provided 13 kinds of homemade soup, along with a variety of delicious homemade and store-bought bread and desserts. We estimate there were around 50 people who came to enjoy dinner, but also stayed to talk to other attendees, play board games and pool, and sing songs to a piano accompaniment. In addition, one of our volunteers brought the soup dinner to a number of people working at the gas stations on Christmas Eve. He reported that all were surprised and thankful for the food. All involved felt it was a great success after a few years hiatus due to COVID and the flood, but are looking forward to continuing the tradition next year.

Thank you for your support of this community event.

Sincerely,

Cayla Samms

RCI CONSTRUCTION INC.

Date: February 8, 2024

To: Bruce Bosch and City of Sumas Council
City of Sumas

Regarding: Unmanaged property on 2nd Street as per section map provided.


Dear Mayor and Council Members,

My property at 207 West 2nd Street is bordered on the West by property owned by Klien Family Washington LLC. This property is and has been vacant and unmanaged for many years. As a result, scrub trees and brush have grown to the point where they endanger buildings on my property as well as neighboring properties.

In communication with the Klien LLC, I have learned that it's their desire to leave the property vacant and unmanaged so local wildlife have a place to congregate and live.

My concern is that, unless the City take action and require proper maintenance of the Klien LLC property, I and my business, RCI Construction, Inc., may suffer catastrophic loss and property damage due to falling trees. It's also my understanding that the City has ordinances in place to stop such careless behavior by city property owners or residents.

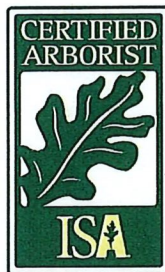
Please consider taking action on this serious issue and end the threat to my property and others.

Sincerely,

Rich Van Diest
207 West 2nd Street.
Sumas, WA 98295

Greenbelt Status, Observations, and Merchantability

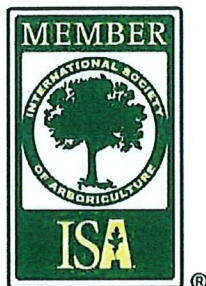
207 W. 2nd St.
Sumas, WA 98295

Prepared for:
Richard Van Diest
207 W. 2nd St.
Sumas, WA 98295



Aubrey Stargell
PN6860A

Prepared by Aubrey J. Stargell
Forester, Certified Arborist PN 6860A



October 2, 2023

Purpose and Background Information

I was asked by Richard Van Diest to review the status of a forested greenbelt located westerly of his property at 207 W. 2nd St. Sumas, WA. The objective was to assess the current condition of the trees from a tree health and hazard perspective and assess the relative merchantability of the trees for timber value. I reviewed the property on September 26, 2023. The Van Diest property is on parcel 410434470192. The subject trees are on parcel 410434452197 owned by Klein Family Washington LLC.

Existing Conditions

The greenbelt property consists of 0.1 acres per the Whatcom County Assessor's Office. The area occupied by trees is ~ 30' x 100'. The stand is composed primarily of black cottonwood (*Populus trichocarpa*) with lesser amounts of red alder (*Alnus rubra*), bigleaf maple (*Acer macrophyllum*), and one paper birch (*Betula papyrifera*). This stand is young to semi-mature with a few mature trees ranging in size from ~ 4" dbh (diameter at breast height) to 32". In general, this stand is overstocked and unhealthy with several trees either dead or declining as more dominant trees overtake the suppressed trees. Both black cottonwood and red alder are very shade intolerant leading to mortality for suppressed trees.

Tree Inventory

There were 33 live black cottonwood counted ranging from 4" to 32" dbh. Also present were 5 live red alder ranging from 10" to 14" dbh. Two live bigleaf maples were present with a four-stem clump and a single ranging from 3" to 10" dbh. There was a single 4" dbh paper birch. There were also ~ 15 dead trees scattered the stand consisting of black cottonwood and red alder ranging from 4" to 14" dbh.

Tree Risk Assessment

The relative hazard of a tree is determined by consideration of a number of factors. The first factor to consider is likelihood of failure. This likelihood can be rated from Improbable to Imminent. Determining components of likelihood of failure include the detection and relative size or proportion of defective tree mass, soil conditions, degree of lean, the presence of pests or parasitic organisms, a tree's relative position in the landscape, and site history among others. Failure can range from partial failure (large branches, tops etc) to total failure (tree is uprooted and toppled). Any of the points in this range has the potential to cause significant damage and or death, especially with large trees.

The second important component of a tree's relative hazard is the potential target if a tree fails. The target potential can be rated from Very Low to High. Factors contributing to target potential include the presence of buildings, pedestrians, and the frequency of occupation/presence of people.

The third factor contributing to a tree's relative hazard is the consequences of failure and impact. This is rated from Negligible to Severe.

There are also other risk factors to be considered such as sheltering by other trees, past grade changes/construction practices around a given tree, and historical/experiential characteristics specific to particular tree species.

The trees in this study were assessed by a Level 1 Visual Tree Assessment (VTA) per the Tree Risk Assessment Qualification (TRAQ) protocol as developed by the International Society of Arboriculture (ISA) as of 2016. The TRAQ risk rating is derived from a combination of considerations including likelihood of failure, likelihood of impacting a target(s), and consequences of impact. VTA is a commonly accepted method of hazard tree evaluation. The trees were visited and assessed by visually examining the trees for species identification, form, defect, vigor, size, and potential targets. The risk time horizon for this assessment is two years.

Most of the trees on this site were Low to Moderate Risk. However, there are a few mature black cottonwood trees with heights up to 110' tall that are High Risk for partial crown failure and strike of the single-family residence ~ 35' to the west of the greenbelt and the RCI Construction shop building ~ 50' to the east of the greenbelt. There are additional potential targets (buildings) ~ 60' to the southeast of the greenbelt. Black cottonwood is known for having relatively brittle wood more subject to breakage under a load of wind/snow/ice. There are also a few dead/near dead trees along the west and south margins of the greenbelt that are medium sized (~ 14" dbh) that are leaning toward the single-family residence to the west. A more detailed Level 2 Tree Risk Assessment can be conducted upon request if necessary.

Tree Merchantability

I estimate the entire group of live trees to constitute approximately 3,000 board feet (3 mbf) of black cottonwood. I estimate the current price for black cottonwood of this type to be \$200/mbf delivered to Everett, WA (Smith Island-Osprey log yard). This would be a delivered log value of \$600. I estimate the trucking cost for delivery of logs to Everett to be \$700. Thus, the trucking cost will exceed the value of the logs. Also, these trees are located adjacent to multiple targets including a single-family residence, multiple shop buildings, and utility lines. Thus, the cost of removal will be much greater than a conventional logging job due to the necessity to climb the trees and remove from the top down in pieces. Therefore, the cost of removal will far exceed the value of the logs. This stand of trees has a significant negative timber value.

Aubrey Stargell

Aubrey Stargell

Forester, Certified Arborist PN 6860A, TRAQ

**SUB-RECIPIENT AGREEMENT
BETWEEN
WHATCOM COUNTY SHERIFF'S OFFICE
AND
CITY OF SUMAS**

THIS SUB-RECIPIENT AGREEMENT is made and entered into, by and between, Whatcom County Sheriff's Office, herein after referred to as the "County," and the **City of Sumas**, herein after referred to as the "City" (also referenced and considered a subrecipient under the provisions of this agreement).

This is a sub-grant of the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Federal Funding Source Agreement #EMW-2022-SS-00056-S01, Federal Fiscal Year (FFY) 2022 Operation Stonegarden Program (OPSG), CFDA No. & Title: 97.067 – Homeland Security Grant Program (HSGP) (22HSGP), passed through the following entities: Washington State Military Department and Whatcom County.

The purpose of this agreement is to enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial, law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors along the Canadian and international water borders.

State, local, tribal, and territorial (SLTT) law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

SPECIAL TERMS AND CONDITIONS

Statement of Work

The **City** shall enhance border security through operational overtime and equipment purchases, as detailed in Attachment A – Statement of Work, Attachment D – Homeland Security Grant Agreement between Washington State Military Department and Whatcom County Sheriff's Office, and DHS-FEMA approved OPSG Operations Orders.

Period of Performance

Subject to its other provisions and regardless of the date this agreement is signed, the period of performance of this Agreement shall commence on last signature date and be completed by December 31, 2024 unless terminated sooner as provided herein.

In Consideration Whereof

The maximum amount of this Agreement allocated to the **City** is **\$12,000.00**, subject to the detailed budget as described in Attachment B – Budget. This is a fixed price, reimbursement agreement. Within the total Agreement amount, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

Billing Procedure

See Attachment B and Attachment C

Agency Representatives

The individuals listed below, or their successors, represent the parties in matters involving this Agreement:

For the County

Doug Chadwick, Undersheriff
 Whatcom County Sheriff's Office
 Public Safety Building
 311 Grand Avenue
 Bellingham, WA 98225
 Telephone: (360) 778-6618
 Email: dchadwick@whatcomcounty.us

For the City

Bruce Bosch, Mayor
 City of Sumas
 PO Box 9
 433 Cherry St
 Sumas, WA 98295
 360-988-5711
 Email: bbosch@cityofsumas.com

GENERAL TERMS AND CONDITIONS

1. Administrative and/or Financial Requirements

During the performance of this agreement, the **City** shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2022 Homeland Security Grant Program" document, the DHS Award Letter for Grant #EMW-2022-SS-00056-S01 in Attachment #1 of Attachment D, and the federal regulations commonly applicable to DHS/FEMA grants.

The **City** shall comply with all administrative and cost principle requirements in 2 CFR 200, OMB Guidance, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

The **City** shall comply with all federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.17); safety and health regulations; and Chapter 49.60 RCW.

2. Single Audit Act Requirements

Non-federal entities, as subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or 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 200.425

The **City** shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The **City** is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

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

After the single audit has been completed, and if it includes any audit findings, the **City** must send a full copy of the audit and its corrective action plan to the County at the following address no later than nine (9) months after the end of the **City's** fiscal year(s):

Whatcom County Sheriff's Office
Attention: Donna Duling, Financial Accountant
Public Safety Building
311 Grand Avenue
Bellingham, WA 98225

The City must send a completed "2 CFR part 200 Subpart F Audit Certification Form" (<https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms>) to the County at the address listed above before this Agreement is executed and timely submit annual updates to the County every year thereafter, and if the **City** claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the **City** must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than six (6) months after the end of the **City's** fiscal year(s) to the address listed above.

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

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the **City's** failure to comply with said audit requirements may result in one or more of the following actions in the County'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.

3. **Certification Regarding Federal Supplanting Policy**

The **City** certifies, by submission of this proposal or contract, that the **City** shall use these federal funds to supplement existing funds for program activities and shall not supplant funds that have been appropriated for the same purpose. The **City** 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.

4. Certification Regarding NIMS Compliance

The City certifies, by submission of this proposal or contract, that the City has met all National Incident Management System (NIMS) compliance requirements outlined in applicable guidance.

5. Certification Regarding Restrictions on Lobbying

As required by 44 CFR Part 18, the City hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the City 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 City will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the City 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 subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

6. Certification Regarding Debarment, Suspension, or Ineligibility

The City certifies, by submission of this proposal or contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Further, the City agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The City certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the City may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://www.sam.gov>) maintained by the federal government. The City 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" located at:

<https://www.des.wa.gov/policies-legal/vendors-not-allowed-bid-debarment> The City agrees to include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

7. Procurement

The City 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 B, A.10 Contracting & Procurement of Attachment D.

8. Equipment and Supply Acquisition

The City may purchase approved equipment and supplies, in accordance with Attachment A – Statement of Work, Attachment B – Budget, and the current DHS-FEMA approved OPSG Operations Order, and request reimbursement from the County. The City shall purchase the equipment and supplies according to its jurisdiction's procurement regulations, provided that the regulations conform to the requirements contained in the Grant Agreement between Washington State Military Department and the County, Attachment D, Exhibit A, Article II - Administrative and/or Financial Requirements.

9. Post-Award Requirements for Equipment and Supply Management

For the duration of the life of any Equipment provided by this Agreement:

The City shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies as outlined in Attachment D, Article II, Section A, Number 4 Equipment and Supply Management.

The City is solely responsible for ensuring items purchased under this Agreement are on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list> and identified as allowable under HSGP.

If the item is not identified on the AEL as allowable under HSGP, the City must contact the County for assistance in seeking FEMA approval prior to acquisition.

Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.

Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

The City shall provide such information to the County as specified above on request.

10. Conflict of Interest

No member, officer, or employee of the City or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the City 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.

11. Access to Financial Records

All records and financial statements of the City, pertaining to the expenses claimed, shall be available to the County or other pass-through entities and auditors as necessary, for the purposes of determining compliance by the City with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

The City shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

12. Integrated Planning Team Operations Committee

An Operations Committee shall be established as part of the Integrated Planning Team. This committee is established so that activities, officer availability, intelligence, trends, coverage areas, and USBP requirements can be synthesized into an overall operational plan for maximum benefit and on-going assessment of the OPSG program in Whatcom County. The Operations Committee should meet at least quarterly.

This committee will consist of one member from each participating agency. The Sheriff's Office will designate one member to serve as the committee chair in order to provide team oversight and ensure that USBP requirements are satisfied. The City will designate one member to coordinate scheduling of all operational overtime patrols with the Sheriff's Office representative. The City's designee should be an individual who is directly involved in the deployment and reporting of OPSG patrols.

13. Right to Recover

Should the City violate the requirements listed in this Agreement, the State of Washington reserves the right to recover any Equipment or funds transferred to the City through this Agreement.

14. Save Harmless and Indemnification

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

15. Disputes

The parties shall make every effort to resolve disputes arising out of or relating to this agreement through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this agreement, the parties shall select a dispute resolution panel to resolve the dispute. The panel shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The panel shall attempt, by majority vote, to 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. Both parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

16. Venue and Choice of Law

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

17. Termination of Contract

If, through any cause, the **City** fails to fulfill in a timely and proper manner its obligations under this Agreement or if the **City** violates any of the stipulations of this contract, the County shall thereupon have the right to terminate this Agreement and withhold any remaining allocation, if such default is not corrected within thirty (30) days after submitting written notice to the **City** describing such default or violation. Otherwise, either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

Reimbursement for services performed by the **City** and not otherwise paid for by the County prior to the effective date of termination, shall be as the County reasonably determines. The County reserves the right to terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funding from the source of these grant funds, provided that such funds are the basis for this contract.

The County may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement.

18. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

19. Entire Agreement

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

The Special Terms and Conditions, General Terms and Conditions, the Statement of Work in Attachment A, the Budget in Attachment B, the Grant Agreement between Washington State Military Department and Whatcom County Sheriff's Office (Whatcom County Contract No. 202307023) as Attachment D, and the current DHS-FEMA approved OPSG Operations Order and its subsequent revisions apply towards the **City** unless expressly revised by this Agreement.

FOR CITY:

Approved:

Bruce Bosch, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2023, before me personally appeared **Bruce Bosch**, to me known to be the **Mayor** for the **City** and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

FOR WHATCOM COUNTY:

Approved by Department Head:

Bill Elfo
Bill Elfo, Whatcom County Sheriff

Approved as to Form:

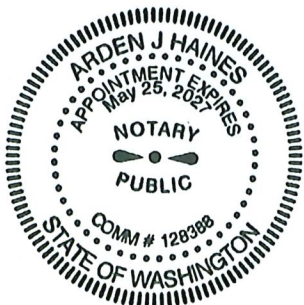
Approved via email Bw/DS 11/15/23
Civil Deputy Prosecutor

Approved:

Satpal Sidhu
Satpal Sidhu, County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 10th day of January, 2023, before me personally appeared SATPAL SIDHU, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Arden J. Haines
NOTARY PUBLIC in and for the State of Washington,
Residing at Bellingham
My commission expires 05.25.27.

Attachment A

STATEMENT OF WORK

Introduction: Through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the FFY2022 Operation Stonegarden Program is providing funds to enhance law enforcement preparedness and operational readiness along international borders of the United States.

State, local, tribal, and territorial (SLTT) law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

Participating agencies will not enforce Title 8 (U.S. Immigration Law).

The City agrees to the following:

1. Work closely with local, state, and federal law enforcement agencies to develop Operations Orders.
2. Activities under this contract must have a clear correlation to the goals, objectives, and priorities identified in the evaluated and DHS-FEMA approved OPSG Operations Order and all revisions thereto.
3. Plan and implement activities in accordance with the FFY22 Homeland Security Grant Program Guidance, which can be found at:
<https://www.fema.gov/grants/preparedness/homeland-security>
4. Within 48 hours following the conclusion of each overtime shift, complete an OPSG Daily Activity Report (DAR) and submit it via the applicable reporting system.
5. Submit at a maximum monthly and at minimum quarterly, signed and approved reimbursement requests with supporting documentation to the County for costs incurred.
6. If purchasing equipment, the Contractor must meet the following requirements:
 - a. Equipment must be directly related to the enhancement of border security associated with law enforcement activities and in compliance with the FEMA Authorized Equipment List (AEL).
 - b. Ensure that vendors have not been suspended or debarred from doing business with the federal government by searching records on the System for Award Management, which can be found at <https://www.sam.gov>.
 - c. Purchases must be in accordance with the current DHS-FEMA approved OPSG Operations Order.
 - d. Purchases must also be in accordance with purchasing requirements as specified in the general terms and conditions of this contract.

The County agrees to the following:

1. Provide technical assistance, expertise, and coordination with Washington State where necessary.

BUDGET

Budget and Source of Funding:

Expenditures may occur within the categories listed below. Changes between categories are allowed without prior approval from the County if approved in subsequent Operations Orders. Changes to the overall budget in excess of this award require prior written approval from the County.

The City is responsible for all costs exceeding the award amount of \$12,000.

Federal grant program requirements affirm that federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

Budget: The budget for this cost reimbursement contract is as follows:

Line Item	Documentation Required with Invoice	Budget
Operational Overtime	<ul style="list-style-type: none"> OPSG Reimbursement Form (Attachment C) 	11,450.00
Mileage Reimbursement/ Vessel Fuel Costs	<ul style="list-style-type: none"> OPSG Reimbursement Form including: <ul style="list-style-type: none"> Starting and ending miles Mileage will be billed at the current IRS rate available at www.gsa.gov/mileage Fuel receipts 	550.00
TOTAL		\$ 12,000.00

Invoicing:

- The City shall submit itemized invoices in a format approved by the County and must include the items identified in the table above.
- Invoices must be submitted at least quarterly**, but no more frequently than monthly.
- The City shall submit invoices to SheriffAccounting@co.whatcom.wa.us

Or
 Whatcom County Sheriff's Office
 Attention: Accounts Payable
 Public Safety Building
 311 Grand Avenue
 Bellingham, WA 98225-4038

- No cost for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the City and invoiced by the vendor.
- Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from City. The County may withhold payment of an invoice if the City submits it more than 30 days after the expiration of the contract.
- Final invoice for reimbursement of costs must be submitted to the County by January 16, 2024.

**Washington Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Whatcom County Sheriff's Office 311 Grand Ave Bellingham, WA 98225		2. Grant Agreement Amount: \$97,500		3. Grant Agreement Number: E24-047	
4. Subrecipient Contact, phone/email: Dawn Pierce 360-778-6600 x6606 dpierce@co.whatcom.wa.us		5. Grant Agreement Start Date: September 1, 2022		6. Grant Agreement End Date: March 31, 2025	
7. Department Contact, phone/email: Courtney Bemus, 253-512-7141 Courtney.bemus@mil.wa.gov		8. Unique Entity Identifier (UEI): NT6RMN8THTN7		9. UBI # (state revenue): 600-358-208	
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2022-SS-00056-S01		12. Federal Award Date: 09/02/2022		13. Assistance Listings # & Title: 97.067 - 22HSGP (OPSG)	
14. Total Federal Award Amount: \$13,905,347		15. Program Index # & OBJ/SUB-OBJ: 723GA, 723GB, 723GF, 723GZ / NZ		16. EIN 91-6001383	
17. Service Districts: BY LEGISLATIVE DISTRICTS: 42 BY CONGRESSIONAL DISTRICTS: 2		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. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (22HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 22HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 22HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. The Department is the Recipient and Pass-through Entity of the 22HSGP DHS Award Letter for Grant No. EMW-2022-SS-00056-S01 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of 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.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C), Work Plan (Attachments D), Budget (Attachment E), Timeline (Attachment F); and all other documents 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		4. Special Terms and Conditions			
2. DHS/FEMA Award and program documents		5. General Terms and Conditions, and,			
3. Work Plan, Timeline, and Budget		6. Other provisions of the Agreement incorporated by reference.			
WHEREAS, the parties have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:  Signature Regan Anne Hesse, Chief Financial Officer Washington Military Department			FOR THE SUBRECIPIENT: See attached Signature Sheet (page 2)		
8/21/2023 Date					
BOILERPLATE APPROVED TO FORM: Dierk Meierbachtol 9/28/2022 Assistant Attorney General					

**WHATCOM COUNTY
CONTRACT NO.**

202307023

WHATCOM COUNTY:
Recommended for Approval:

[Signature]
Bill Elfo, Sheriff

07/21/23
Date

Approved as to form:

Approved via email Bw/100
Prosecuting Attorney

7/11/23
Date

Approved:
Accepted for Whatcom County:

By: [Signature]
Satpal Sidhu, Whatcom County Executive

8/14/23
Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 14th day of August, 20 23, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My commission expires 04/13/2027.

Memo

To: Honorable Mayor and City Council Members

From: Sunny Aulakh, Public Works Director

Date: 02/12/2024

Re: FEMA Mitigation Requests for Qualifications

On January 10, 2024, the City published a Notice of Request for Qualifications (RFQ) regarding the various road and culvert projects that Sumas has left to complete as part of the mitigation funding that we received from FEMA after the 2021 flood. The RFQ included a list of the projects that the consultants would be required to perform. Conditions of the Request for Qualifications included that the City reserves the right to select more than one consultant for part of all of the projects.

After a two-week open submittal period, the City received three responses: one from Freeland & Associates, one from Reichhardt & Ebe Engineering, and one from TranTech Engineering. As part of their responses, each firm submitted a Statement of Qualifications, outlining their past and current projects, who among their staff will be working on the project, and which subcontractors they are likely to use as per the instructions on the notice.

Freeland and Associates have been civil engineers servicing Whatcom County for 22 years. They have worked on many projects in the Sumas area, including some current projects such as the Sumas Elementary School Bus Garage project and the SR 9 sidewalk extension project in Nooksack. The City has worked with Freeland and Associates on many projects and have a good relationship with the team. Their project team consists of 5 professional engineers, as well as such subcontractors as Widener & Associates and Northwest Surveying & GPS.

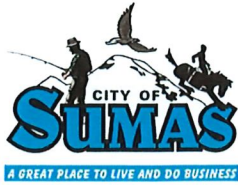
Reichhardt & Ebe Engineering have been civil engineers in Northwest Washington for over 30 years. They have worked on projects in Whatcom, Skagit, Island, and San Juan Counties and with many of the cities therein. Recent projects in the area include the Sumas Avenue Reconstruction Project from last year, the Main Street Culvert Replacement project over Fishtrap Creek in Lynden, and the Kok Road Bridge Replacement project over Fishtrap Creek in Lynden. The project team includes 2 Professional Engineers, one Engineer-in-Training, and subcontractors such as: Widener & Associates, Northwest Surveying & GPS, and West Consultants.

TranTech Engineering have been civil engineers in Washington for 19 years. They have offices in Pasco, Tumwater, Bellevue, and Bellingham, and do work in: Whatcom, Skagit, King, and

Garfield Counties, several cities therein and the Washington State Department of Transportation (WSDOT). Recent projects include many projects in Structural Engineering, Civil Engineering, Bridge Program Support, and Construction Management all across the State. Their project team includes 9 Professional Engineers and other specialists. Their potential subcontractors included: Pacific Survey & Engineering, GeoEngineers, and Northwest Hydraulic Consultants.

Each of these firms has a tremendous amount of experience and qualifications for these types of projects and would be valuable in making sure these projects are done right. As there are many projects which can be divided among them, I propose that the City exercise its right to select more than one firm and approve all of them. The City will decide which project will be completed by each firm and coordinate the projects between them. This will help to keep the total time of construction down as multiple firms can work on multiple projects at the same time.

If Council is ready and willing to take on all three firms, you will need three separate motions approving the Statement of Qualifications provided by each firm.



CITY OF SUMAS

433 Cherry Street/PO Box 9, Sumas, WA 98295

P: (360) 988-5711 F: (360) 988-8855

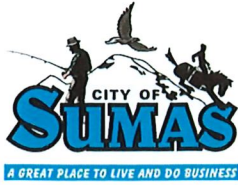
Item b.

Project Details and Qualifications

Please review the following list of projects associated with this Request for Qualifications. With these projects in mind, please provide the following information as an attachment to your Statement of Qualifications.

- Your firm's last 5 projects that are completed ("completed" is defined as projects out to bid, under construction or have been constructed. Preference will be given to completed federally funded projects).
 - Number of Change Orders associated with each project.
 - Reason for Change Orders.
- Number of staff you will provide.
- List of possible subcontractors used for these projects and their qualifications with federally funded projects.

-
- **Damage #1230260; City Well Access Bridge**
 - **Facility Type:** Small Bridge
 - **Type of Decking:** Dirt/Mud and Gravel
 - **Dimensions (ft):** 37^Lx16^Wx1^H
 - **Damage #1221733; Johnson St Culvert & Headwall**
 - **Facility Type:** Culvert and Headwall
 - **Dimensions:** 24 FT L x 66 IN Diameter
 - **Damage #1221735; W Second St Culvert & Headwall**
 - **Facility Type:** Culvert and Headwall
 - **Dimensions:** 34 FT L x 60 IN Diameter
 - **Damage #1221736; W Third St Culvert & Headwall**
 - **Facility Type:** Culvert and Headwall
 - **Dimensions:** 60 IN Diameter x 50 FT Long
 - **Damage #1221747; City Well Transmission Line**
 - **Facility Type:** Water storage and delivery
 - **Facility Description:** A 273 square foot Well House, 21 Ft. Long x 13 Ft. Wide with a shed roof on a concrete slab. Building house, a single water well head/pump, building electrical, and one 8-inch ductile iron water transmission line with support brackets.



CITY OF SUMAS

433 Cherry Street/PO Box 9, Sumas, WA 98295

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Item b.

- **Damage #397260; Hovel Road Culvert Location 1 - Twin 60-Inch CMP**
 - **Facility Type:** Culvert
 - **Facility Description:** 20-feet wide with a 3 feet wide east gravel shoulder and 5-feet wide west gravel shoulder and has 8 - 6Ft by 2Ft-by-2Ft Ecology Blocks at the west edge of shoulder. The presence of a sewer force main, water and natural gas lines in the west shoulder.
 - **Dimensions:** 60 feet by 5-foot diameter.

- **Damage #1221741; Hovel Road Culverts**
 - **Facility Type:** Culverts
 - **Dimensions:** 45 FT Length x 54 IN Diameter

- **Damage #1221742; W Front Street Bridge over Johnson Creek**
 - **Facility Type:** Bridges
 - **Type of Decking:** Concrete cast-in-place
 - **Dimensions (ft):** 104^Lx37.7^Wx12^H

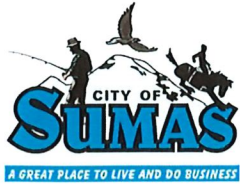
- **Damage #1221734; Van St Culvert & Headwall**
 - **Facility Type:** Culvert and Headwall
 - **Dimensions:** 20 FT L x 66 IN Diameter

- **Damage #1221739; Sumas stormwater Outfall in the Sumas River**
 - **Facility Type:** Drainage Channels
 - **Dimensions (top) Width (ft):** 3
 - **Dimensions (top) Depth (ft):** 2

- **Damage #1221730; Arthurs Way**
 - **Facility Type:** Roads (No Culverts)
 - **Road Type:** Asphalt
 - **Width (ft):** 24

- **Damage #1221731; Victoria Ct**
 - **Facility Type:** Roads (No Culverts)
 - **Road Type:** Asphalt
 - **Width (ft):** 10

- **Damage #1221732; Railroad Ave & First St**
 - **General Facility Information:**
 - **Facility Type:** Roads (No Culverts)
 - **Road Type:** Asphalt
 - **Width (ft):** 24



CITY OF SUMAS

433 Cherry Street/PO Box 9, Sumas, WA 98295
P: (360) 988-5711 F: (360) 988-8855

Item b.

- **Damage #1230526; Second St Roadway**
 - **Facility Type:** Roads (No Culverts)
 - **Road Type:** Asphalt
 - **Width (ft):** 20

POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT (the "Agreement") effective as of the _____ day of _____, 2024 ("Effective Date") between the City of Sumas, WA (the "Licensor") and Frontier Communications Northwest LLC (the "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to erect, attach, and install aerial cables, wires, and/or associated equipment on utility poles owned by Licensor and to maintain Licensee's existing attachments to Licensor's utility poles in the City of Sumas; and

WHEREAS, Licensor is willing to grant a license to Licensee to maintain its attachments and permit the erection, attachment, and installation of said cables, wires and/or equipment to Licensor's utility poles where, in Licensor's judgment, such joint use will not interfere with Licensor's own utility service requirements, including considerations of safety.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. Grant of License

Subject to the terms herein contained, Licensor hereby grants Licensee a non-exclusive license to erect, attach, install and maintain cables, wires, and/or associated equipment ("Attachments") to Licensor's utility poles ("Poles"). An Attachment shall be considered as any strand/wire/cable/equipment and associated hardware, owned or controlled by the Licensee which contacts a Licensor Pole, but does not include strand mounted equipment, or overlashed facilities (not creating an additional attachment point taking up additional space on the pole). For all new attachments to be attached to Licensor's Poles after the Effective Date, Licensee shall file an application ("Application"), in a format acceptable to Licensor. Licensor shall provide its written response to the Application by granting a permit or providing the reasons for denial within thirty (30) days of receipt. An Application shall not be required for Licensee's previously permitted existing attachments ("Existing Attachments"), if any, made prior to the Effective Date nor for overlashing, or maintenance of Licensee's Attachments or service drops. Licensor's license granted hereunder extends to Licensee's previously permitted Existing Attachments.

2. Term and Termination

The term of this Agreement shall be for ten (10) year(s), beginning as of the Effective Date ("Term") unless earlier terminated in accordance with this Agreement. This Agreement shall thereafter automatically renew for additional one (1) year terms, unless or until terminated by either party upon at least six (6) months prior

City of Sumas, WA –
Frontier Pole Attachment
Agreement

written notice to the other party. Upon termination of this Agreement, Licensee shall, at its own expense, within 180 days of termination, remove the Attachments from the Poles of Licensor. In the event Licensor must remove any Attachments from its poles for any reason, Licensee shall bear the cost of such removal.

3. Rental Rate; Payment

For 2024 and during the remainder of the Term of this Agreement, Licensee shall pay to Licensor for the license granted under this Agreement an annual rent ("Rent") of eight dollars and twenty-six cents (\$8.26) per pole to which Licensee has its Attachments during that year. Rent shall be payable annually each year (for Licensee's Attachments to Licensor's Poles during the immediately preceding year). Annual per pole rental payments shall be calculated based upon the number of poles on which there are Licensee Attachments each year during which this Agreement remains in effect. Licensee shall submit payment within forty-five days of being provided an invoice by Licensor. Either party may at its own expense, conduct a Pole Attachment inventory and in the event the number of Poles with Licensee's Attachments is greater or lesser than the last invoice, the number of Poles subject to Rent shall be adjusted accordingly and rent shall be based on such adjusted number from and after the date of such determination (or until the next inventory, as the case may be).

4. No Conflict

Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own utility service requirements. Licensor expressly grants Licensee the right to access the area in and around Licensor's pole attachments and other pole facilities for the purpose of complying with the NESC and the terms of this Agreement.

Licensee shall at its own expense attach, erect, install, maintain, and repair the Attachments in compliance with the National Electrical Safety Code (NESC), and all applicable laws. Exceptions to the NESC may be requested by Licensee in certain instances wherein practical and still safe. The Licensor shall have sole discretion to grant or deny such requests. Licensor may require, at Licensee's expense, such engineering review or structural analysis, necessary to determine the suitability of any aspect of Licensee's use of Licensor's utility poles. The Attachments shall not conflict with the use of the utility poles by Licensor for its core utility service requirements. Licensee acknowledges responsibility for the safe conduct of its employees, contractors, and agents in erecting, attaching, installing, maintaining, servicing, repairing or in any other way working in, around, or on the Attachments and Licensor's utility poles.

5. Maintenance of Attachments

Licensee shall at its own expense maintain the Attachments in a safe condition. Licensee shall exercise its commercially reasonable efforts to avoid damage to Licensor's utility poles and facilities, and the facilities and attachments of third parties. Upon sixty (60) days' notice from Licensor, Licensee shall immediately and at its own expense, relocate, replace, repair or otherwise remove the Attachments, and transfer them, if required by Licensor for its core utility service requirements.

Otherwise, if relocation is required to accommodate a third party, that third party shall be required to reimburse Licensee directly for its reasonable costs to so transfer its facilities. In case of an emergency, as determined in the reasonable discretion of Licensor, Licensor shall use commercially reasonable efforts to notify Licensee when such emergency requires the relocation of Licensee's Attachments, but in the event Licensor is unable to do so, Licensor may relocate, replace, repair or otherwise remove the Attachments, transfer them to substituted poles or perform any other work, maintenance, and/or repair in connection with the Attachments, and Licensee shall, on demand, reimburse Licensor for the reasonable expense thereby incurred by Licensor.

6. Replacement or Alteration of Poles

In the event that the Licensor's existing poles are inadequate to support or otherwise accommodate new Attachments proposed by Licensee, Licensee may request that Licensor make alterations to Licensor's poles or other accommodations including rearrangement of existing facilities attached to Licensor's poles or replacement of poles by supplying the relevant information to the Licensor. Licensee agrees that if replacement or other alteration of the poles is required in order to accommodate the Licensee's Attachments, Licensee shall pay the actual cost of such replacement or other alteration necessary to accommodate Licensee's Attachments, within forty-five (45) days of receipt of notice of such costs by Licensor. Licensor shall make reasonable efforts to cause any necessary alterations to be completed within ninety (90) days of receipt of payment, and any necessary pole replacements to be completed within one hundred and twenty (120) days of receipt of payment. In the event that any Pole is unsuitable for the Attachments requested by Licensee, Licensor shall use reasonable efforts to provide an alternate pole route. Licensee agrees to bear the full expense of such alternative arrangements and shall reimburse Licensor for any and all actual costs and expenses incurred by Licensor in making such alternative arrangements within forty-five (45) days of receipt of notice of all reasonable related costs. Any strengthening of poles (guying) required to accommodate the Attachments of Licensee shall be provided by and at the expense of Licensee. Notwithstanding the provisions of this section, any alteration, replacement or rearrangement shall be at the sole discretion of Licensor under the NESC standards.

7. Work Orders

When Licensor receives applications from multiple attachers, it shall endeavor to prioritize such applications based upon the application first received by Licensor. However, Licensor retains sole discretion to process and prioritize applications as it determines appropriate. Where applications are filed for the same pole and require

rearrangements or replacements, Licensor shall endeavor to accommodate both requests and to allocate costs between the parties.

8. Inspections

Licensor reserves the right to inspect Licensee Attachments, at Licensor's sole cost and expense, to ensure that such Attachments comply with the NESC and applicable law. In the event that Licensor discovers that any pole to which Licensee is attached is out of compliance with the NESC or applicable law, it shall notify Licensee in writing, which notice shall include an explanation of such non-compliance and the extent to which Licensee's Attachments are implicated. If that such non-compliance was caused by Licensee's Attachments, Licensee shall promptly correct any such non-compliance that is deemed to present a threat of property damage or personal injury; all such other non-compliance shall be designated for correction in accordance with the NESC.

9. Licensee's Authority

Licensee shall secure any necessary consent from state or municipal authorities or from the owners of property to erect, attach, install, repair, service, and maintain the Attachments.

10. Report of Damage

Licensee and Licensor shall exercise special precautions to avoid damage to the facilities of the other party and each shall be responsible for any and all loss it causes to the other party's facilities and shall notify the other party promptly in the event it causes any such damage.

11. Indemnification: Insurance

Licensee shall indemnify, defend, protect and save harmless the Licensor (together with its appointed and elected officials, agents, officers, employees, volunteers) from and against any and all claims and demands for damages to property and injury or death to persons, including without limitation payments made under any workers' compensation law or under any plan for employee disability and death benefits, to the extent such claims and/or demands arise out of or were caused by the Licensee's negligence or willful misconduct. Notwithstanding the foregoing, Licensee shall not indemnify the Licensor for any damages, liability or claims resulting from the willful misconduct, concurrent negligence, or breach of obligation of the Licensor, its elected officials, agents, officers, employees. For the avoidance of doubt, it is the intent of the parties that where fault is determined to have been joint or contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any losses attributable to such party's fault. In addition to the foregoing Licensee shall during the term of this Agreement, carry commercial general liability insurance to protect Licensee as named insured and Licensor as additional insured hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature for which Licensee is responsible hereunder. The minimum amounts of such commercial general liability insurance against liability due to damage to property shall be at least

Five Hundred Thousand Dollars (\$500,000.00) as to any one incident, and against

liability due to injury or death at least in the amount of One Million Dollars (\$1,000,000.00), and as to any one occurrence at least in the amount of One Million Dollars (\$1,000,000.00). Licensee shall also carry such insurance as will protect it from all claims under any workers' compensation laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement and the company or companies issuing such insurance shall be licensed to provide such insurance within the state where the Poles are located. Upon Licensor's request, Licensee shall submit to Licensor certificates evidencing said insurance.

12. Non-Exclusive License

Licensee recognizes that it holds a non-exclusive license to install, erect, attach, maintain, service and repair attachments and other facilities to Licensor's utility poles and that other licensors may seek to install attachments on the same poles desired by Licensee. No use, however extended, of Licensor's poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in said poles, and Licensee's rights therein shall not be construed to compel Licensor to maintain any of Licensor's poles for a period longer than demanded by its own service requirements.

13. Termination; Assignment

- 13.1 If Licensee shall fail to comply with any of the provisions of this Agreement, or shall default in any of its material obligations under this Agreement and shall fail within forty-five (45) days' of written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, forthwith terminate this Agreement or in part, with respect to the attachments related to the underlying breach; provided that if cure cannot be reasonably completed within said forty-five (45) days and Licensee commences and diligently prosecutes a cure within said forty-five (45) day period, Licensee shall not be deemed in breach of this Agreement.
- 13.2 Licensee shall not assign this Agreement without Licensor's consent; provided that Licensee may assign this Agreement without necessity of consent, to any person acquiring all or substantially all of Licensee's assets or stock.

14. Notices

- 14.1 All notices or reports required or permitted hereunder shall be delivered personally or by U.S. Mail, registered or certified mail, postage prepaid, or by a reputable overnight delivery service to the following addresses of the respective parties:

To Licensor:

City Clerk
 City of Sumas
 PO Box 9
 Sumas, WA 98295

To Licensee:

Frontier Communications Northwest LLC
 DBA Zply Fiber
 1800 41st Street
 Everett, WA [add zip code]
 Email:

- 14.2 Notices shall be effective upon receipt (or refusal of delivery or return unbound) if personally delivered, on the third business day following the date of mailing, if sent by U.S. mail, or upon sending, if sent by overnight courier, one day following deposit with the overnight delivery service. Any change of address of a party shall be promptly communicated in writing to the other party.

15. No Waiver: Effect of this Agreement

- 15.1 Failure to enforce or to insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions but the same shall be and remain at all times in full force and effect. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others, not parties to this Agreement, to use any poles covered by this Agreement and Licensor shall have the right to continue and extend such rights or privileges.

15.2 This Agreement shall be deemed to be executed in the State of Washington, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the state, and local laws, ordinances, rules, and regulations with respect to all aspects of this Agreement, including in carrying out the terms and conditions thereof. The parties agree to jurisdiction in the state of Washington for any action to resolve disputes arising out of this Agreement. Venue for any judicial dispute between the Licensor and Licensee arising under or out of this Agreement shall be in the Whatcom County Superior Court in Bellingham, Washington.

- 15.3 This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior agreements and understanding between the parties

City of Sumas, WA –
 Frontier Pole Attachment
 Agreement

with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

16. Successors and Assigns

Subject to the provisions herein contained, this Agreement shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

17. Headings; Captions

The headings and captions used in this Agreement are for convenience only and shall not be construed to limit or expand the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first above written.

LICENSOR: City of Sumas

By: _____

Its: _____

LICENSEE: Frontier Communications Northwest LLC

By: _____

Print name: _____

As Its: _____

2023 FEMA Projects & Funding

FEMA Federal Disaster # 4635-DR-WA

State # D22-102

Severe Storms, Flooding 11/5/21-12/2/21
Federal 90%, State 5%, Local 5%

Date Obligated	Project Category	Project Title	Project Status	Date Received	Amount	Federal	State	Total
2/6/2023	Cat F-679838-A19-PW 152	Morton & Front Street Alley Way Sewer Line	To Be Completed	3/1/2023	\$ 39,774.58	\$ 37,681.18	\$ 2,093.40	\$ 39,774.58
2/6/2023	Cat F-679828-A19-PW 155	W. Front St. Sewer Line	Completed 2023	3/1/2023	\$ 8,457.34	\$ 8,012.21	\$ 445.13	\$ 8,457.34
2/6/2023	Cat F-679835-A19-PW 158	Columbian St. Sewer Line	Completed 2023	3/1/2023	\$ 18,572.93	\$ 17,595.41	\$ 977.52	\$ 18,572.93
2/6/2023	Cat F-679830-A19-PW 159	Halverstick Rd. Sewer Line	To Be Completed	3/1/2023	\$ 10,712.98	\$ 10,149.14	\$ 563.84	\$ 10,712.98
2/6/2023	Cat F-679833-A19-PW 160	First St. Sewer Lines	To Be Completed	3/1/2023	\$ 11,792.13	\$ 11,171.49	\$ 620.64	\$ 11,792.13
2/6/2023	Cat F-679844-A19-PW 161	Second St. Sewer Lines	Completed 2023	3/1/2023	\$ 28,885.27	\$ 27,364.99	\$ 1,520.28	\$ 28,885.27
2/6/2023	Cat F-679829-A19-PW 141	Johnson Street Sewer Lines	Completed 2023	3/1/2023	\$ 8,457.34	\$ 8,012.21	\$ 445.13	\$ 8,457.34
2/6/2023	Cat G-671733-A19-PW 139	Parks, Recreational Facilities & Other Items	To Be Completed	3/1/2023	\$ 351,232.35	\$ 332,746.43	\$ 18,485.92	\$ 351,232.35
2/6/2023	Cat F-679832-A19-PW 142	North Lawson St. Sewer Line	To Be Completed	2/27/2023	\$ 41,457.20	\$ 39,275.24	\$ 2,181.96	\$ 41,457.20
2/6/2023	Cat F-679822-A19-PW 143	Sumas Ave Sewer Lines	Completed 2023	2/27/2023	\$ 9,949.63	\$ 9,425.96	\$ 523.67	\$ 9,949.63
2/6/2023	Cat F-679836-A19-PW 144	Garfield St. Sewer Lines	To Be Completed	2/27/2023	\$ 33,603.69	\$ 31,835.07	\$ 1,768.62	\$ 33,603.69
2/6/2023	Cat F-679818-A19-PW 145	Morton & Mitchell St. Alley Way Sewer Lines	Completed 2023	2/27/2023	\$ 11,942.87	\$ 11,314.30	\$ 628.57	\$ 11,942.87
2/6/2023	Cat F-679825-A19-PW 146	Victoria Ct. Sewer Lines	Completed 2023	2/24/2023	\$ 9,919.94	\$ 9,397.84	\$ 522.10	\$ 9,919.94
2/6/2023	Cat F-679821-A19-PW 147	Mitchell St. Sewer Lines	Completed 2023	2/24/2023	\$ 29,321.60	\$ 27,778.36	\$ 1,543.24	\$ 29,321.60
2/6/2023	Cat F-679826-A19-PW 148	Bob Mitchell Ave Sewer Lines	Completed 2023	2/24/2023	\$ 19,606.05	\$ 18,574.15	\$ 1,031.90	\$ 19,606.05
2/6/2023	Cat F-679819-A19-PW 150	S. Lawson St. Sewer Lines	Completed 2023	2/24/2023	\$ 6,950.79	\$ 6,584.96	\$ 365.83	\$ 6,950.79
2/6/2023	Cat F-673271-A19-PW 162	Front & Morton Alley Way Sewer Lines	Completed 2023	3/1/2023	\$ 40,781.77	\$ 38,635.36	\$ 2,146.41	\$ 40,781.77
3/31/2023	Cat A-671331-A19-PW 40	Sedimont Pond	Completed 2023	4/12/2023	\$ 77,305.89	\$ 73,237.16	\$ 4,068.73	\$ 77,305.89
3/31/2023	Cat E-673275-A19-PW 103	Sumas Historical Society & Museum	Completed 2021-2023	4/12/2023	\$ 7,668.40	\$ 7,264.80	\$ 403.60	\$ 7,668.40
3/31/2023	Cat E-673278-A19-PW 133	City Work Trucks	Completed 2021-2022	4/12/2023	\$ 31,463.27	\$ 29,807.31	\$ 1,655.96	\$ 31,463.27
3/31/2023	Cat E-668643-A19-PW 181	City of Sumas Building & Equipment	Completed 2021-2022	4/12/2023	\$ 32,371.55	\$ 30,667.78	\$ 1,703.77	\$ 32,371.55
4/18/2023	Cat C-679754-A19-PW 197	Third St. Culvert & Headwall (A&E Only)	To Be Completed	5/19/2023	\$ 44,298.56	\$ 41,967.06	\$ 2,331.50	\$ 44,298.56
5/25/2023	Cat F-672530-A19-PW 212	Transformers, Secondary Pedestal, Utility Vaults	2022-some to be completed	6/15/2023	\$ 41,818.77	\$ 39,617.78	\$ 2,200.99	\$ 41,818.77
5/26/2023	Cat C-679753-A19-PW 203	W Second St. Culvert & Headwall (A&E Only)	To Be Completed (A&E only)	6/15/2023	\$ 42,370.10	\$ 40,140.10	\$ 2,230.00	\$ 42,370.10
6/6/2023	Cat B-672087-A19-PW 222	City Hall Emergency Measures	Completed 2021/2022	6/22/2023	\$ 898,738.42	\$ 851,436.40	\$ 47,302.02	\$ 898,738.42
10/9/2023	CAT B-670564-A19-PW 257	City of Sumas Emergency work	Completed 2022-2023	10/27/2023	\$ 532,011.95	\$ 504,011.32	\$ 28,000.63	\$ 532,011.95
10/9/2023	CAT C-668642-A19-PW 253	City of Sumas Multiple Roads	To Be Completed	10/27/2023	\$ 98,861.23	\$ 93,658.01	\$ 5,203.22	\$ 98,861.23
10/9/2023	CAT C-679751-A19-PW 201	Van St. Culvert & Headwall (A&E Only)	To Be Completed (A&E only)	10/27/2023	\$ 243,605.77	\$ 230,784.41	\$ 12,821.36	\$ 243,605.77
10/20/2023	CAT C-668645-A19-PW 266	City of Sumas Railroad Crossing	Completed 2022-2023	11/13/2023	\$ 278,011.23	\$ 263,379.06	\$ 14,632.17	\$ 278,011.23
11/14/2023	CAT D-679755-A19-PW-269	Sumas Stormwater Outfall in Sumas River (A&E Only)	To Be Completed (A&E only)	12/4/2023	\$ 332,819.25	\$ 315,302.45	\$ 17,516.80	\$ 332,819.25
11/28/2023	CAT C-679756-A19-PW-202	Hovle Rd. Culverts (A&E Only)	To Be Completed (A&E only)	12/21/2023	\$ 332,153.16	\$ 314,671.42	\$ 17,481.74	\$ 332,153.16
Total Received					\$ 3,674,916.01	\$ 3,481,499.36	\$ 193,416.65	\$ 3,674,916.01

		Categories	
Not Completed (13)	\$ 1,624,499.77	CAT A	Debris Removal
Completed (18)	\$ 2,050,416.24	CAT B	Emergency Protective Measures
Total Funds Received:	\$ 3,674,916.01	CAT C	Roads & Bridges
		CAT D	Water Control Facilities
		CAT E	Buildings & Equipment
		CAT F	Utilities
		CAT G	Parks, Recreational Facilities, and Other Items
		CAT Z	Management Costs