**TITLE OF DOCUMENT:**
Briefing on recreational planning for DNR managed lands

**ATTACHMENTS:**

- **SEPA review required?** ( ) Yes ( ) NO
- **SEPA review completed?** ( ) Yes ( ) NO
- **Should Clerk schedule a hearing?** ( ) Yes ( ) NO
- **Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Briefing on recreational planning for DNR managed lands

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.*
RECREATION PLANNING ON DNR-MANAGED LANDS

The Washington State Department of Natural Resources (DNR) recognizes the diverse interests and values of the recreating public and the importance of connecting people with Washington’s landscapes. DNR engages in recreation planning as a means to identify and explore recreational opportunities on DNR-managed lands by working with recreationists, private landowners, interested stakeholders, and government agencies. Recreation planning is a science-based and collaborative process which results in decisions that are effective and defensible.

The purpose for developing a forest recreation plan is to:
- Determine the locations and types of recreation to be provided
- Guide recreation management decisions over the next 10-15 years
- Identify partnerships and recreational connections across the landscape
- Establish recreation project priorities

DNR has developed a phased approach to recreation planning, spanning a two-year period, which involves assessing the land for suitable recreation opportunities, engaging the public throughout the process, developing concepts for recreation development, and undergoing a rigorous environmental review. The phased approach includes:

**Phase 1 – Pre-Planning**
- Establish the need, scope, goals and stakeholder involvement

**Phase 2 – Inventory/Land Suitability Assessment**
- Establish the planning setting
- Determine the biological, geological/soils, and management factors that influence recreation planning

**Phase 3 – Public Involvement**
- Identify public issues and concerns
- Host periodic public open houses and informational meetings
- Assemble a public volunteer recreation planning committee

**Phase 4 – Assessments and Concepts**
- Work with Recreation Planning Committee to synthesize issues and land suitability analyses
- Develop and discuss alternative management concepts for recreation

**Phase 5 – Concept Development and Plan Writing**
- Recommend a preferred recreation management concept along with a list of objectives and strategies
- Create a list of priority projects for implementation

**Phase 6 – SEPA Review**
- Conduct a non-project SEPA and public review
- Prepare the Final recreation plan

**Phase 7 – Adoption**
- Adopt the Final recreation plan

The Department of Natural Resources has successfully developed six recreation plans over a period of eight years across the state on DNR-managed lands.

**CONTACTS:**
Brock Milliern | Statewide Recreation Manager | 360-902-1047 | Brock.Milliern@dnr.wa.gov
Dana Leavitt | Recreation Planner | 360-902-1606 | dana.leavitt@dnr.wa.gov
Washington State Department of Natural Resources
BakertoBellingham@dnr.wa.gov
Briefing and discussion on Comprehensive Plan Chapter 8 (Resource Lands). This meeting will focus on the Agricultural lands section of Chapter 8.

ATTACHMENT:

1. Cover memo

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Under the Growth Management Act, Whatcom County and the seven cities within the County must complete the periodic update of their comprehensive plans and review urban growth areas by June 30, 2016 (RCW 36.70A.130). The Planning and Development Services Department would like to discuss Comprehensive Plan Chapter 8 (Resource Lands) with Natural Resources Committee. This meeting will focus on the Agricultural lands section of Chapter 8.
Memorandum

TO: The Honorable Jack Louws, Whatcom County Executive
   The Honorable Whatcom County Council

FROM: Karin Baringer, Planner KB

THROUGH: Mark Personius, Assistant Director WP

DATE: January 12, 2016

SUBJECT: Comp Plan Update – Chapter 8 (Resource Lands – Ag Section)

As you know, Whatcom County has initiated a multi-year project to update the Whatcom County Comprehensive Plan and conduct the urban growth area (UGA) review by June 30, 2016, as required by the Growth Management Act. The Comprehensive Plan update and UGA review is being conducted in close coordination with the seven cities in Whatcom County.

The County Council will review the Comprehensive Plan, including UGA proposals, over a six month period between January and June 2016. This review will include staff briefings, review of Planning Commission recommendations, city presentations, public hearings, and consideration of public input. It is anticipated that the Council will adopt an ordinance relating to the Comprehensive Plan update and UGA review by the June 30, 2016 state deadline.

Staff would like to discuss the Agricultural lands section of Comprehensive Plan Chapter 8 (Resource Lands) with the Council’s Natural Resources Committee on January 26, 2016. The proposed Comprehensive Plan amendments to Chapter 8 will be posted on the County’s website at:

Thank you for your consideration of this matter. We look forward to discussing it with you.
## TABLE

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tr>
<td>Originator:</td>
<td>MDC</td>
<td>1/13/16</td>
<td></td>
<td>01/12/16</td>
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<td>01/26/16</td>
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</table>

### TITLE OF DOCUMENT

Amendment No. 3 of the 2016 Budget

### ATTACHMENTS

Ordinance, Memoranda & Budget Modification Requests

### SEPA Review

- **SEPA review required?** ( ) Yes ( X ) NO
- **SEPA review completed?** ( ) Yes ( X ) NO

### Should Clerk schedule a hearing?

- ( ) Yes ( X ) NO

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE

If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.

Supplemental #3 requests funding from the Emergency Management Fund:

1. To appropriate $38,561 to fund State Homeland Security Program for Federal Fiscal Year 2014 from grant proceeds.

### COMMITTEE ACTION

1/12/2016: Introduced 7-0

### COUNCIL ACTION

1/12/2016: Introduced 7-0
ORDINANCE NO. AMENDMENT NO. 3 OF THE 2016 BUDGET

WHEREAS, the 2015-2016 budget was adopted November 25, 2014; and,
WHEREAS, changing circumstances require modifications to the approved 2015-2016 budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2015-2016 Whatcom County Budget Ordinance #2014-065 is hereby amended by adding the following additional amounts to the 2016 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Management Fund</td>
<td>38,561</td>
<td>(38,561)</td>
<td>-</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>38,561</td>
<td>(38,561)</td>
<td>-</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of _________________, 2016.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

Jack Louws, County Executive

( ) Approved ( ) Denied

Date: ________________________
<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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</thead>
<tbody>
<tr>
<td>Emergency Management Fund</td>
<td>To fund State Homeland Security Program for Federal Fiscal Year 2014 from grant proceeds.</td>
<td>38,561</td>
<td>(38,561)</td>
<td>-</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td></td>
<td>38,561</td>
<td>(38,561)</td>
<td>-</td>
</tr>
</tbody>
</table>
MEMO

To: Jack Louws, County Executive

From: Sheriff Bill Elfo, Director of Emergency Management

Subject: Supplemental Budget Request ID # 2125

Date: December 27, 2015

The attached Supplemental Budget Request seeks authority to expend $38,561 to be reimbursed from the US Department of Homeland Security State Homeland Security Program Grant for Federal Fiscal Year 2014.

- Background and Purpose
Whatcom County Sheriff's Office Division of Emergency Management (WCSO-DEM) was awarded $79,998 from the US Department of Homeland Security (DHS) State Homeland Security Program for Federal Fiscal Year 2014 (SHSP-2014). This grant flows from DHS through the Washington State Military Department - Emergency Management Division and Snohomish County to Whatcom County (Whatcom County Contract # 201411010).

DSH provides SHSP funds for projects supporting efforts to build, sustain, and deliver core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas to achieve the National Preparedness Goal of a secure and resilient Nation. This is the twelfth year that Whatcom County has received an SHSP award.

$41,437 of this award was expended in 2015. WCSO-DEM is requesting budget authority to expend the remaining $38,561. SHSP-14 funds will be used to support planning activities, training and exercise, public education and outreach, and the purchase of small tools/equipment (with a focus on enhancing capabilities at the Whatcom Unified Emergency Coordination Center).

The performance period for this grant runs from September 1, 2014 through June 30, 2016.

- Funding Amount and Source
$38,561 from a Federal Grant: DHS, SHSP-2014, CFDA# 97.067.

Please contact John Gargett or Frances Burkhart if you have any questions.
Supplemental Budget Request

Sheriff Emergency Management

Fund 167 Cost Center 16779 Originator: Frances Burkhart

Expenditure Type: One-Time Year 2016 Add'l FTE Add'l Space Priority 1

Name of Request: SHSP-2014

Department Head Signature (Required on Hard Copy Submission) Date

X

12/28/15

Costs:

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<tr>
<th>Object</th>
<th>Object Description</th>
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<tr>
<td>4333.8705</td>
<td>St Homeland Sec Grt Prg</td>
<td>($38,561)</td>
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<tr>
<td>6120</td>
<td>Extra Help</td>
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<tr>
<td>6230</td>
<td>Social Security</td>
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<tr>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
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<td>6320</td>
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<td>6510</td>
<td>Tools &amp; Equip</td>
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<tr>
<td>6760</td>
<td>Miscellaneous Communicat</td>
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<td>6780</td>
<td>Travel-Educ/Training</td>
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<tr>
<td>6790</td>
<td>Travel-Other</td>
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<tr>
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<td>Registration/Tuition</td>
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<tr>
<td></td>
<td>Request Total</td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
The US Dept of Homeland Security (DHS) FFY2014 State Homeland Security Program (SHSP-2014) grant awarded $79,998 to Whatcom County Sheriff's Office Division of Emergency Management (WCSO-DEM) to support the building, sustainment, and delivery of core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas that are essential to achieving the National Preparedness Goal of a secure and resilient Nation (Whatcom County Contract #201411010). This is the 12th year that Whatcom County has received an SHSP grant. $41,437 was expended in 2015. WCSO-DEM is requesting budget authority to exped the remaining $38,561 in 2016.

1b. Primary customers:
Local emergency management, partner agencies, and the residents of Whatcom County.

2. Problem to be solved:
Whatcom County is at risk from a number of natural and man-made hazards, including floods, wildfires, earthquakes, tsunamis, volcanoes, severe weather, hazardous materials, and terrorist activities. Catastrophic events that are not prevented, prepared for, or responded to quickly and effectively have the potential to inflict great harm on the people, property, economy, and environment of Whatcom County.

3a. Options / Advantages:
SHSP funds are awarded specifically for projects that would otherwise have to be funded with local monies, postponed, or eliminated.

3b. Cost savings:
$38,561

4a. Outcomes:
SHSP-2014 funds will support planning activities, training and exercise, public education and outreach, and small tools/equipment purchases (with a focus on enhancing capabilities at the Whatcom Unified

Monday, December 28, 2015
4b. Measures:
DEM will monitor program projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:
In developing plans, training, and exercises, DEM works with a number of partner agencies, including municipal jurisdictions, law enforcement, fire services, public works, medical providers, transit agencies, educational institutions, Red Cross, and private industries. This coordination provides a whole community approach to emergency management.

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

6. Funding Source:
Federal Grant: DHS, SHSP-2014, CFDA # 97.067
**TITLE OF DOCUMENT:**

Contract for services between Whatcom County and Gallagher Benefit Services, Inc. to study the compensation and classification of positions covered by the Unrepresented Resolution.

**ATTACHMENTS:**

Contract for Services between Whatcom County and Gallagher Benefit Services, Inc.

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This is a consulting agreement with Gallagher Benefit Services, Inc. to conduct a compensation study of the approximately 98 unrepresented positions held by a little over 150 employees. The study will begin February 1, 2016 and be completed upon receipt of the final report on or before May 31, 2016.

The purpose of the study is to evaluate whether compensation of these positions is competitive with the relevant labor market and that pay and classifications are internally aligned.
Enclosed are two (2) originals of the contract for consulting services between Whatcom County and Gallagher Benefit Services, Inc. for your review and signature.

**Background and Purpose**
Compensation for unrepresented employees was internally developed and most commonly adjusted by comparing average salaries to similar positions in comparable counties. The County did not provide salary adjustments during the recession years but resumed increases in 2014. This study will provide insight on whether compensation has remained competitive in relevant labor market and if the classification structure is internally equitable. Consultant recommendations will be completed prior to the preparation of 2017-2018 biennium budget.

**Funding Amount and Source**
On November 24, 2015 the Council approved an amount of $30,000 for this study from the non-departmental general fund budget. The consultant’s proposal is $32,500. There may be flexibility to reduce costs by eliminating onsite time and conducting discussions via conference and/or video calls.

The consultant provided the County with an option to help implement and train on the use of the Decision Band™ Method to establish and maintain internal equity between positions. This option is $8,000. While we are not interested in implementing a new classification system, we may be interested in learning this methodology for evaluating jobs because it is based on the types of decisions made (i.e., policy, programming, interpretative, process, operational, defined) and degree of difficulty of the decision-making process. If the consultant provides a reasonable alternative, we may wish to bring it forward at a later date.

Thank you for your consideration. Please contact me at 5306 if you have any questions or concerns regarding the terms of this agreement.

Encl.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Administrative Services - Human Resources  
**Contract or Grant Administrator:** Nanette Kallunki  
**Contractor’s / Agency Name:** Gallagher Benefit Services, Inc.

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

**Does this contract require Council Approval?**  
Yes [☐]  
No [☐]  
If No, include WCC: 

**Is this a grant agreement?**  
Yes [☐]  
No [☐]  
If yes, grantor agency contract number(s): 

**Is this contract grant funded?**  
Yes [☐]  
No [☐]  
If yes, Whatcom County grant contract number(s): 

**Is this the result of a RFP or Bid process?**  
Yes [☐]  
No [☐]  
If yes, RFP and Bid number(s): RFP #15-67  
Cost Center: 507140

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

**Contract Amount:** (sum of original contract amount and any prior amendments):  
$32,500.00 with option for additional  
$8,000 for job evaluation study  
Total Amended Amount:  

**Summary of Scope:**  
The purpose of this study is to evaluate whether the current compensation of the County's unrepresented positions is competitive with the relevant labor market and to review the classification structure for internal pay equity.

**Term of Contract:** February 1, 2016  
**Expiration Date:** May 31, 2016

**Contract Routing:**  
1. Prepared by: Nan Kallunki  
2. Attorney signoff: Daniel Tabor  
3. AS Finance reviewed:  
4. IT reviewed (if IT related): N/A  
5. Contractor signed: James Fox for Gallagher Benefit Services  
6. Submitted to Exec.:  
7. Council approved (if necessary):  
8. Executive signed:  
9. Original to Council:  

Contracts that require Council Approval (incl. agenda bill & memo)  
- Professional Services Agreement above $20,000.  
- Bid is more than $50,000.  
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

**RENEWALS:** Council approval is not required when exercising an option to renew that is provided in the original contract.

---

V2.0
CONTRACT FOR SERVICES
Gallagher Benefit Services, Inc.

Gallagher Benefit Services, Inc., hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pages 3 to 7
- Exhibit A (Scope of Work), page 8
- Exhibit B (Compensation), page 9
- Exhibit C (Certificate of Insurance), page 10-11.

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

The term of this Agreement shall commence on the 1st day of February 2016 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of May, 2016.

The general purpose or objective of this Agreement is to conduct a compensation study and provide salary and classification recommendations for unrepresented positions of Whatcom County as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed $40,500. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of January, 2016

CONTRACTOR:

Gallagher Benefit Services, Inc.

James Fox, Ph.D., FMA-CP
Managing Director

STATE OF ARIZONA
COUNTY OF MARICOPA

James Fox

ON this ___ day of January, 2016 before me personally appeared Bruce C. Lawless, to me known to be the Managing Director of Gallagher Benefit Services, Inc. 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 Arizona, residing at

My commission expires 1/31/2017.
WHATCOM COUNTY:
Recommended for Approval:

Karen Coens, HR Manager Date

Approved as to form:

Daniel L. Gibson 01/12/16
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: 
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this ______ day of January, 2016, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

CONTRACTOR INFORMATION:

Company Name: Gallagher Benefit Services, Inc.
P.O Box 32985
Phoenix, AZ 85064-2985

Contact Name: Bruce G. Lawson, MPA, CCP, IPMA-CP
Contact Phone: (602) 840-1070
Contact FAX: (602) 840-1071
Contact Email: bruce_lawson@ajg.com
GENERAL CONDITIONS

Provisions Related to Scope and Nature of Services

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

Provisions Related to Term and Termination

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

10.2 Extension:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to six months at a time, and for a total of no longer than one year.

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

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Termination under this provision shall be effective 30 days following Contractor's receipt of written notice, or within thirty three (33) days of the mailing of notice, whichever occurs first. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Provisions Related to Consideration and Payments

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

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

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

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

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

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

Provisions Related to Administration of Agreement

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

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

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

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

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
31.1 Ownership of Items Produced:
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, for the benefit of the County in connection with performance of this Agreement, excluding any pre-existing Contractor materials, shall be the sole and absolute property of the County.

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

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

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

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

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

34.1 Proof of Insurance
The Contractor shall carry for the duration of this Agreement insurance with the following minimums:

a. Commercial General Liability:
   1) Property Damage - $500,000.00 per occurrence;
   2) General Liability & Bodily injury- $1,000,000.00 per occurrence.

b. Professional Liability - $1,000,000.00 per occurrence:

   If the professional liability insurance is a claims made policy, and should the Contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract. Maximum liability under this contract shall be $2,000,000.00.

A Certificate of insurance that also identifies the County as an additional insured on the commercial general liability coverage is attached hereto as Exhibit "C". This commercial general liability insurance shall be considered as primary and noncontributory and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

34.2 Industrial Insurance Waiver
With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County reciprocally grants a waiver to the Contractor. This waiver is mutually negotiated by the parties to this Agreement.
34.3 Defense & Indemnity Agreement:
Contractor shall defend, hold harmless, and indemnify County from and against any damages, liabilities, claims, costs, and expenses, including reasonable attorneys' fees, whether at arbitration, trial, on appeal, or in any regulatory proceeding (herein collectively "Claims") relating to the Contractor's default in performance of any of its duties in this Agreement, or related to the acts or omissions of the Contractor; provided, however, that the obligation to defend, indemnify, and hold harmless shall not apply to the extent such Claims result from the acts or omissions, including negligence or willful misconduct, of County.

County shall defend, hold harmless, and indemnify Contractor from and against any damages, liabilities, claims, costs, and expenses, including reasonable attorneys' fees, whether at arbitration, trial, on appeal, or in any regulatory proceeding (herein collectively "Claims") relating to the County's default in performance of any of its duties in this Agreement, or related to the acts or omissions of the County; provided, however, that the obligation to defend, indemnify, and hold harmless shall not apply to the extent such Claims result from the acts or omissions, including negligence or willful misconduct, of Contractor. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Agreement is for the benefit of the parties only and this Agreement shall create no rights in any third party.

Notwithstanding any other term or provision of this Agreement, Contractor shall only be liable for actual damages incurred by the County, and shall not be liable for any indirect, consequential or punitive damages. This provision applies to the fullest extent permitted by applicable law.

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

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

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships without employees.

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

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

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

Nanette Kallunki, HR Associate Manager
311 Grand Avenue, Suite 107
Bellingham, Washington 98225
360-778-5306
nkallunk@co.whatcom.wa.us
37.2 **Notice:**
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the “Contractor Information” section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

**Provisions Related to Interpretation of Agreement and Resolution of Disputes**

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

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

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

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

42.1 **Disputes:**

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

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

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

d. **Arbitration: Not Applicable**
43.1 **Venue and Choice of Law:**
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

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

45.1 **Entire Agreement:**
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
The purpose of this study is to evaluate whether the current compensation of the County's unrepresented positions are competitive with the relevant labor market and to review the classification structure for internal pay equity. This study includes approximately 98 unrepresented County positions held by a little over 150 employees. The study will begin on or about February 1, 2016 and end with a final report on May 31, 2016. The scope of work includes:

- Work with the County to develop a project approach consistent with the County's compensation philosophy and objectives with regard to the labor market, the level of talent in place or needed, and the salary range structure.

- Research and recommend relevant labor market comparators using agencies with similar characteristics, including geographic focus, organizational size, cost of living, sources of funding, and related services and functions. (The current primary market comparators for Whatcom County are the counties of Benton, Cowlitz, Kitsap, Skagit, Thurston and Yakima.) Explain the methodology for the selection process.

- Develop a custom survey to collect compensation data from the market comparators and provide an analysis and summary of the results. Identify approximately 40 benchmark positions where there are at least five matches. Analyze the compensation data to determine if salaries lead, match, or lag the relevant comparable labor market.

- Recommend the appropriate salary range and classification for each identified benchmarked position.

- Using the data collected for the benchmarked positions, recommend appropriate salary and classification placement for the other positions as they relate to the benchmark positions.

- Study the relevant comparable labor markets and document the average individual monthly amount an employee contributes for medical, dental, and vision coverage. Identify whether the coverage is full family or employee only. Determine if County employee contribution to health and welfare leads, matches, or lags the relevant comparable labor market.

- Provide a Final Report to include the results of the compensation and benefit study, the methodology used, major findings, and recommendations. The Final Report will be at level of detail appropriate for a transparent public organization.

- Provide onsite presentation(s).
Fees and expenses include out of pocket expenses and will not exceed $32,500 or $40,500 with the optional phase. All expenses are included below. Study costs are directly derived from estimating the number of hours needed to perform the work with two on site visits, and the level of the consultant charged with performing the work.

Contractor will invoice County the cost associated with each phase of the project upon receipt and acceptance of the deliverables described below:

<table>
<thead>
<tr>
<th>PHASE</th>
<th>DELIVERABLES</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compensation Strategy</td>
<td>• Conduct on-site meeting with County representatives</td>
<td>$5,500</td>
</tr>
<tr>
<td></td>
<td>• Finalize project timetable</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Recommend comparable organizations to survey</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Document pay strategy and objectives</td>
<td></td>
</tr>
<tr>
<td>Compensation Study</td>
<td>• Identify benchmark positions</td>
<td>$18,500</td>
</tr>
<tr>
<td></td>
<td>• Develop custom compensation/benefit survey</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Analyze compensation data</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Recommend salary range/classification of benchmark positions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Recommend salary range/classification for other positions as they relate to</td>
<td></td>
</tr>
<tr>
<td></td>
<td>benchmark positions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Provide analysis of the average monthly employee contribution for medical,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>dental and vision benefits in comparable organizations.</td>
<td></td>
</tr>
<tr>
<td>Project Finalization</td>
<td>• Final report</td>
<td>$8,500</td>
</tr>
<tr>
<td></td>
<td>• On-site presentations for one day (may include multiple presentations)</td>
<td></td>
</tr>
<tr>
<td>TOTAL FEES</td>
<td></td>
<td>$32,500</td>
</tr>
</tbody>
</table>

For work beyond those specified, additional fees and out of pocket expenses will be added. The cost of onsite meetings is approximately $3,500 per day. Costs in the first and last phases may be reduced by eliminating the onsite time and conducting discussions via conference and/or video calls.

If the study requires additional services beyond the scope contained in this Agreement, the hourly fees will range from $125 to $400 per hour.

The County may select the following option:

<table>
<thead>
<tr>
<th>PHASE</th>
<th>METHODOLOGY</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Evaluation Study</td>
<td>Job Evaluation Study</td>
<td>$8,000</td>
</tr>
<tr>
<td>OPTIONAL</td>
<td>• Includes training of County Human Resources staff on the job evaluation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>method</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Evaluation of County unrepresented job descriptions, estimated at 117 job</td>
<td></td>
</tr>
<tr>
<td></td>
<td>descriptions</td>
<td></td>
</tr>
</tbody>
</table>
# Certificate of Liability Insurance

## Important Notice

This certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 S. Riverside Plaza, Suite 1900
Chicago IL 60606

### INSURED
Gallagher Benefit Services, Inc.
1335 County Road D Circle East
St. Paul, MN 55109

### CONTACT NAME
Direct All Inquiries to Email

### INSURER(S) AFFORDING COVERAGE
- Arch Insurance Company

### COVERAGE

- **GENERAL LIABILITY**
  - **COMMENTS**
    - **EXCELLENT LIMITS**
    - **PROPER COVERAGE**
    - **ADDITIONAL INSURED**

### POLICY INFORMATION

- **POLICY NUMBER**
  - 41GPP4908408
  - 41GPP4938408

- **DATE (MM/DD/YYYY)**
  - 10/1/2015

### EXCLUSIONS

- **LIMITS**
  - **EACH OCCURRENCE**
    - $1,000,000
  - **MAY OCCUR**
    - $1,000,000
  - **MED EXP (Any one person)**
    - $10,000
  - **PERSONAL & ADV INJURY**
    - $1,000,000
  - **GENERAL AGGREGATE**
    - $3,000,000
  - **PRODUCTS - COMPOUND AGG**
    - $3,000,000
  - **COMBINED SINGLE LIMIT**
    - $3,000,000
  - **BOODILY INJURY (Per person)**
    - $1,000,000
  - **PROPERTY DAMAGE**
    - $1,000,000

### CANCELLATION

- **AUTHORIZED REPRESENTATIVE**
  - Nanette Kallunki
  - 311 Grand Ave., Suite 107
  - Bellingham WA 98225-4038

---

© 1988-2014 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:
Policy Number: 41GPP4938408
Named Insured: ARTHUR J GALLAGHER & COMPANY
This endorsement is effective on the inception date of this Policy unless otherwise stated herein:
Endorsement Effective Date: 10/01/15

00 GL0596 00 04 10
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**CONTACT**

<table>
<thead>
<tr>
<th>NAME</th>
<th>Direct All Inquiries to Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE</td>
<td><a href="mailto:Chi_Certificates@ajg.com">Chi_Certificates@ajg.com</a></td>
</tr>
<tr>
<td>FAX (A/C. No.)</td>
<td></td>
</tr>
</tbody>
</table>

**INSURED**

Arthur J. Gallagher & Co.
Two Pierce Place
Itasca, IL 60143

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>16691</td>
</tr>
</tbody>
</table>

**PRODUCER**

Arthur J. Gallagher Risk Management Services, Inc.
300 S. Riverside Plaza, Suite 1900
Chicago IL 60606

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>CERTIFICATE NUMBER: 375367296</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>REVISION NUMBER:</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- **DIRECTORS & OFFICERS**
  - **DOL** 8811297
  - **9/1/2015** to **9/1/2016**
  - **Aggregate** 15,000,000

**CERTIFICATE HOLDER**

Evidence of Insurance

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

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<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator: Jeff Gellen</td>
<td>9</td>
<td>1-12-16</td>
<td>01/26/2016</td>
<td>Finance / Council</td>
<td></td>
</tr>
<tr>
<td>Division Head: Joe Rutan</td>
<td>71</td>
<td>1-12-16</td>
<td>01/26/2016</td>
<td></td>
<td></td>
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<tr>
<td>Dept. Head: Jon Hutchings</td>
<td>74</td>
<td>1-13-16</td>
<td>01/26/2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor: Daniel L. Gibson</td>
<td>36</td>
<td>01/13/16</td>
<td>01/26/2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget: Brad Bennett</td>
<td>88</td>
<td>1-13/16</td>
<td>01/26/2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive: Jack Louws</td>
<td>75</td>
<td>1-15-16</td>
<td>01/26/2016</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Interlocal Cooperative Agreement between Whatcom County and Skagit County

**ATTACHMENTS:** Memo and Interlocal Cooperative Agreement

**SEPA review required?** ( ) Yes ( X ) NO  
**SEPA review completed?** ( ) Yes ( X ) NO

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Approval and authorization for the County Executive to enter into an Interlocal Cooperative Agreement between Whatcom County and Skagit County, for the purposes of providing mutual assistance of labor, equipment or materials on minor projects on a reimbursable basis for road maintenance activities through January 31, 2020.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

To: Brad Bennett, AS Finance Manager
Through: Jon Hutchings, Public Works Director
From: Jeff Gollen, Public Works Maintenance and Operations Superintendent
Joseph P. Rutan, P.E., Public Works Assistant Director/County Engineer
Date: January 11, 2016
Re: Interlocal Cooperative Agreement – Skagit County

- Requested Action
Enclosed are two (2) Interlocal Cooperative Agreement originals between Whatcom County Public Works and Skagit County for your review and approval.

- Background and Purpose
On December 18, 2006, Whatcom County and Skagit County first entered into an Interlocal Cooperative Agreement (Contract #200611032) for the purposes of providing each other with labor, equipment, or materials on a reimbursable basis for road maintenance activities. This agreement was replaced with Contract #201111035 in January of 2012 for the purpose of reimbursing Skagit County for work performed on Whatcom County road facilities. This agreement was rescinded in May of 2012 and replaced with Contract #201205030.

The attached agreement will replace the expired agreement. The purpose of this new agreement is to provide mutual assistance (reciprocal maintenance) on minor road projects by performing work, providing materials, and/or equipment usage on a reimbursable basis for road maintenance activities. This agreement will run from February 1, 2016 through January 31, 2020.

- Funding Amount and Source
Adequate funding exists in the 2015-2016 Road Fund Budget

- Recommendation
Please approve this contract and forward to the Executive and the Whatcom County Council for approval at the January 26, 2016 Whatcom County Council Meeting. Please contact Jeff Gollen at extension 6419 if you have any questions or concerns regarding the terms of this agreement.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works – Maintenance &amp; Operations Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Jeff Gollen, M&amp;O Superintendent</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Skagit County</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
- Yes [ ] No [x]  
**If not, is this an Amendment or Renewal to an Existing Contract?**
- Yes [x] No [ ]

**If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:**
- [ ]

**Does contract require Council Approval?**
- Yes [x] No [ ]

**If No, include WCC:**
- (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**Is this a grant agreement?**
- Yes [ ] No [x]  
**If yes, grantor agency contract number(s):**
- [ ]

**CFDA#:**
- [ ]

**Is this contract grant funded?**
- Yes [ ] No [x]  
**If yes, Whatcom County grant contract number(s):**
- [ ]

**Cost Center:**
- 108100

**Is this the result of a RFP or Bid process?**
- Contract [ ]
**Cost Center: 108100**

**Is this agreement excluded from E-Verify?**
- No [x] Yes [ ]

**If no, include Attachment D Contractor Declaration form.**

**If YES, indicate exclusion(s) below:**
- [ ] Professional services agreement for certified/licensed professional.
- [ ] Contract work is for less than $100,000.
- [x] Contract work is for less than 120 days.
- [ ] Interlocal Agreement (between Governments).
- [ ] Contract for Commercial off the shelf items (COTS).
- [ ] Work related subcontract less than $25,000.
- [ ] Public Works - Local Agency/Federally Funded FHWA.

**Contract Amount:**
- Sum of original contract amount and any prior amendments: $ N/A

**This Amendment Amount: $ N/A**

**Total Amended Amount: $ N/A**

**Summary of Scope:**
This Interlocal Cooperative Agreement between Whatcom County and Skagit County will provide mutual assistance on minor road projects with labor, equipment, or materials on a reimbursable basis for road maintenance activities through January 31, 2020.

**Term of Contract:** 5 Years  
**Expiration Date:** January 31, 2020

**Contract Routing:**
1. Prepared by: H. Saputo
2. Attorney signoff: Daniel L. Gibson
3. AS Finance reviewed: bennett
4. IT reviewed (if IT related):
5. Contractor signed:
6. Submitted to Exec.:
7. Council approved (if necessary):
8. Executive signed:
9. Original to Council:

**Date:** January 7, 2016

**Date:** 01/08/16

**Date:** 01/12/16

**Date:** 1-13-16

**Last Edited:**
THIS AGREEMENT (herein "Agreement") is made and entered into by and between WHATCOM COUNTY, a political subdivision of the State of Washington (herein "Whatcom") and SKAGIT COUNTY, a political subdivision of the State of Washington (herein "Skagit") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. Whatcom and the Skagit may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." In consideration of the following, the parties mutually agree as follows:

1. PURPOSE: The purpose of this Agreement is to allow each party to provide mutual assistance on minor projects and work and services for the other party (herein the "Project[s]"), pursuant to and subject to the terms of this Agreement. Such Project work and/or services shall be limited and infrequent in nature and may include, but is not necessarily limited to: the use of equipment owned by the parties; small chip-sealing, striping, and road maintenance and repair matters; culvert clearing; mowing, spraying and vegetation management; and plowing, salting, sanding, etc. The parties recognize and agree that this Agreement is not intended for use (and shall not be used) for larger, more significant projects, and/or complex projects, and/or projects involving unique or noteworthy factual, technical, and/or legal circumstances (which shall otherwise require [an]other separate project-specific agreement[s] between the parties). Neither party is obligated to pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties, unless otherwise specified herein.

2. RESPONSIBILITIES: In accordance with and subject to the Purpose of this Agreement (as provided above per Section 1), either party may, but shall not be required to perform Project work and/or services, provide Project materials, and allow for the use of each party's equipment for Project work as may be requested by the other party, to be reimbursed to the party providing said Project work, materials, equipment, etc., as further provided and described per Section 4. of this Agreement, below. In the event that either party uses any equipment owned by the other party pursuant to this Agreement, the parties agree that any user and/or operator of such equipment shall be an operator properly trained and/or certified in accordance with applicable law and industry standards, as further provided and described per Section 4. of this Agreement, below.

2.2 In any particular instance or in all instances, either party may choose not to perform requested Project work and/or services for the other party, in the event that such party determines that it would be undesirable, unsafe, impracticable, or otherwise not feasible for any reason.

3. TERM OF AGREEMENT: The term of this Agreement shall be from date at which both parties have completed execution through January 31, 2020, unless sooner terminated pursuant to the terms herein.

4. MANNER OF FINANCING: The parties agree that reimbursement for Project work as may be performed by either party shall be made as follows:
4.1 Skagit may perform work, provide materials, and/or provide the use of Skagit’s equipment (to be operated by a Skagit operator), for work on Whatcom’s facilities upon Whatcom’s request and acceptance by Skagit, to be reimbursed by Whatcom to Skagit at the actual cost incurred by Skagit for said work, materials, use of Skagit’s equipment, and wages for Skagit’s operator[s] provided by Skagit to operate the equipment; and, in addition thereto, nine percent (9%) of the total cost shall be added for overhead costs for accounting, billing, and administrative services, provided that Skagit shall submit to Whatcom a certified statement of the costs, and within thirty (30) days thereafter, Whatcom shall pay to Skagit the amount of said statement. Upon the request of Whatcom, Skagit shall provide adequate supporting documentation for any and all amounts billed to Whatcom by Skagit pursuant to the terms of this Agreement.

4.2 Whatcom may perform work, provide materials, and/or provide the use of Whatcom’s equipment (to be operated by a Whatcom operator), for work on Skagit’s facilities upon Skagit’s request and acceptance by Whatcom, to be reimbursed by Whatcom to Skagit at the actual cost incurred by Whatcom for said work, materials, use of Whatcom’s equipment, and wages for Whatcom’s operator[s] provided by Whatcom to operate the equipment; and, in addition thereto, nine percent (9%) of the total cost shall be added for overhead costs for accounting, billing, and administrative services, provided that Whatcom shall submit to Skagit a certified statement of the costs, and within thirty (30) days thereafter, Skagit shall pay to Whatcom the amount of said statement. Upon the request of Skagit, Whatcom shall provide adequate supporting documentation for any and all amounts billed to Skagit by Whatcom pursuant to the terms of this Agreement.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 Skagit’s representative shall be the Public Works Director, or his/her designee.

5.2 Whatcom’s representative shall be the Assistant Director of Public Works, or his/her designee.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

7. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

8. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

9. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability, loss, and/or expense,
including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.

10. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party’s last known address for the purpose of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 9 shall survive such termination.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

13. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

14. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein (see Section 13, above).

15. USE OF DOCUMENTS AND MATERIALS PRODUCED: Both parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party’s contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. The parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law.

16. COMPLIANCE WITH LAWS AND TERMS OF GRANTS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works, including, but not necessarily limited to RCW 39.12. If applicable, compliance with laws shall also specifically include, but not be limited to, compliance with laws for the procurement of contracts for architectural and engineering services, including, but not necessarily limited to RCW 39.80. If necessary, the parties shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this
Agreement. Each party individually recognizes and agrees that it shall be solely and separately responsible and liable for compliance with all terms and conditions of any applicable grant(s) obtained or procured in such party's name.

17. ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either party.

18. DEFAULT: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

19. 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 Superior Court of the State of Washington in and for the County of Snohomish. This Agreement shall be governed by the laws of the State of Washington.

20. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

21. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.
Approved as to form:

Daniel L. Gibson
Chief Civil Deputy Prosecuting Attorney

Approved:
Accepted by Whatcom County:

By: Jack Louws
Whatcom County Executive

STATE OF WASHINGTON
COUNTY OF

On this ______ day of ______________________, 2016, before me appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at ______________________. My commission expires ____________.
DATED this __________ day of ______________________, 2016.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chairman

Ron Wesen, Commissioner

Lisa Janicki, Commissioner

Attest:

Clerk of the Board

For contracts under $5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to Form:

Civil Deputy Prosecuting Attorney

Approved as to Indemnification:

Risk Manager

Approved as to Budget:

Budget and Finance Director

Interlocal Cooperative Agreement
Page 6 of 6
CLEARANCES | Initial | Date | Date Received in Council Office | Agenda Date | Assigned to:
---|---|---|---|---|---
Originator: James E. Lee, P.E. | JEL | 1-12-16 | | 01/26/2016 | Finance/Council
Division Head: Joe Rutan, P.E. | J | 1/12/16 | | |
Dept. Head: Jon Hutchings | JH | 1/12/16 | | |
Prosecutor: Daniel L. Gibson | DB | 01/13/16 | | |
Purchasing/Budget: Brad Bennett | BB | 01/13/16 | | |
Executive: Jack Louws | LN | 1/15/16 | | |

TITLE OF DOCUMENT:
Change Order #6 for the Portal Way/Dakota Creek Bridge No. 500 Seismic Retrofit project

ATTACHMENTS:
1. Cover Memo
2. Agenda Bill
3. Contract Information Sheet
4. Change Order #6

SEPA review required? ( ) Yes ( x ) NO
SEPA review completed? ( ) Yes ( x ) NO
Should Clerk schedule a hearing? ( ) Yes ( x ) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This Change Order #6 between Whatcom County and Stellar J Corporation provides for a plant material substitution, reduced in-fill wall drilling, reduced touch up painting, additional overhead and weld inspection cost sharing for the Portal Way/Dakota Creek Bridge No. 500 Seismic Retrofit project.

COMMITTEE ACTION: COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Memorandum

To: The Honorable Jack Louws, Whatcom County Executive and The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director
       James E. Lee, P.E., Engineering Manager

Date: January 12, 2016

Re: Portal Way/Dakota Creek Bridge No. 500 Seismic Retrofit Change Order #6 with Stellar J Corporation

Enclosed for your review and signature are two (2) originals each of the above referenced Contract Change Order #6 between Whatcom County and Stellar J Corporation for the Portal Way/Dakota Creek Bridge No. 500 Seismic Retrofit project (CRP No. 910001).

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to amend the construction contract with the Contractor for the Portal Way/Dakota Creek Bridge No. 500 Seismic Retrofit project.

Background and Purpose
This Change Order #6 between Whatcom County and Stellar J Corporation provides for a plant material substitution, reduced in-fill wall drilling, reduced touch up painting, additional overhead and weld inspection cost sharing for the Portal Way/Dakota Creek Bridge No. 500 Seismic Retrofit project.

Funding Amount and Source
The project-based budget for the Portal Way/Dakota Creek Bridge 500 Seismic Retrofit is $4,048,604 with $3,000,000 coming from a federal BRAC funding grant and the remainder from Local Road funds. The Original Contract amount was $3,341,265.00 which was previously amended to $3,445,588.94. This proposed Change Order increases the Contract value by $33,096.00 for a new total Contract amount of $3,478,684.94. Sufficient funds remain in the project-based budget to complete this project. This project is listed as Item No. 27 on the approved 2015 Annual Construction Program.

Please contact Doug Ranney at extension 6252 with any questions regarding this contract.
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Public Works  
**Program/Project:** Portal Way/Dakota Creek Bridge No. 500  
**Contract or Grant Administrator:** James E. Lee, Engineering Manager  
**Contractor’s / Agency Name:** Stellar J Corporation

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>If Not, Include WCC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a New Contract?</td>
<td></td>
<td></td>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes ☑️</td>
<td>No ☐</td>
<td>If No, include WCC (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes ☑️</td>
<td>No ☐</td>
<td>If yes, grantor agency contract number(s):</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes ☑️</td>
<td>No ☐</td>
<td>If yes, Whatcom County grant contract number(s):</td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Yes ☑️</td>
<td>No ☐</td>
<td>If yes, RFP and Bid number(s):</td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>No ☐</td>
<td>Yes ☑️</td>
<td>If no, include Attachment D Contractor Declaration form.</td>
</tr>
<tr>
<td>If YES, indicate exclusion(s) below:</td>
<td>☑️</td>
<td>☐</td>
<td>☑️</td>
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<td>☑️ Professional services agreement for certified/licensed professional.</td>
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<td></td>
<td>☑️ Public Works - Local Agency/Federally Funded FHWA.</td>
</tr>
<tr>
<td>☑️ Interlocal Agreement (between Governments).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Amount: (sum of original contract amount and any prior amendments):</td>
<td>$ 3,445,588.94</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This Amendment Amount:</td>
<td>$ 33,096.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$ 3,478,684.94</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Summary of Scope:** This Change Order #6 between Whatcom County and Stellar J Corporation provides for a plant material substitution, reduced in-fill wall drilling, reduced touch up painting, additional overhead and weld inspection cost sharing for the Portal Way/Dakota Creek Bridge No. 500 Seismic Retrofit project.

**Term of Contract:** N/A  
**Expiration Date:** Project Completion

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Attorney signoff: Daniel L. Gibson</td>
<td>Date: 01/11/16</td>
</tr>
<tr>
<td></td>
<td>3. AS Finance reviewed:</td>
<td>Date: 1/13/16</td>
</tr>
<tr>
<td></td>
<td>4. IT reviewed (if IT related):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Contractor signed:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Submitted to Exec.:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Council approved (if necessary):</td>
<td></td>
</tr>
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<td></td>
<td>8. Executive signed:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9. Original to Council:</td>
<td></td>
</tr>
</tbody>
</table>

Last edited 10/01/15
# WHATCOM COUNTY PUBLIC WORKS
ENGINEERING DIVISION

**Change Order**

**Date:** 11/25/2015

**Change Order Number:** 6

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ordered by Engineer under terms of Section 1-04.4 of the Standard Specs.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Proposed by the Contractor.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Endorsed by Stellar J Corporation</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Signature</strong></td>
<td>Jake Guffette</td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td>Project Manager</td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td>11/30/15</td>
</tr>
</tbody>
</table>

---

**To:** Stellar J Corporation
1363 Down River Drive
Woodland, WA 98674-9546

**Project Title:** Portal Way/Dakota Creek Bridge
No. 500 Seismic Retrofit
CRP No. 910001

---

**DESCRIPTION OF WORK**

You are hereby ordered to incorporate the following changes upon receipt of an approved copy of this change order:

This Change Order includes:
1. An addition to the Contract that covers costs associated with switching plants from bare root to container. This is required due to County direction that all plantings be completed in 2015 and container plants are only available.
2. A reduction to the Contract due to reduced labor efforts associated with only drilling partial depth into the pier in-fill walls for the column jacket bolts.
3. A reduction to the Contract due to reduced labor efforts associated with column jacket touch up painting.
4. An addition to the Contract that covers increased overhead costs associated with the twelve (12) working days previously added under change order #5. This amount covers items not included under force account payments for change of conditions associated with the existing piles and in-fill wall discrepancies.
5. An addition to the Contract that covers a cost share for underestimated column jackets weld inspection for InstaFab, the column jacket manufacturer. All work shall be in accordance with applicable laws and regulations.

---

**Zero (0) working days have been added to the contract time for this change order.**

Except as provided herein, all work, materials and measurements shall be in accordance with the provisions of the Contract Documents and per the current WSDOT Standard Specifications. Contract Plans, Special Provisions, the Standard Specifications & Standard Plans for the type of construction work involved.

**Original Contract**

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>Current Contract</th>
<th>Estimated Net Change This Order</th>
<th>Estimated Contract Total After Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,341,265.00</td>
<td>$3,445,588.94</td>
<td>$33,096.00</td>
<td>$3,478,684.94</td>
</tr>
</tbody>
</table>

**APPROVAL RECOMMENDED**

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Date</th>
<th>Public Works Director</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jake Guffette</td>
<td>1/12/16</td>
<td>Daniel J. Gibson</td>
<td>1/13/16</td>
</tr>
</tbody>
</table>

Approved to as to form:

<table>
<thead>
<tr>
<th>Chief Civil Deputy Prosecutor</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel J. Gibson</td>
<td>01/13/16</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>77</td>
<td>Plant Material Substitution</td>
</tr>
<tr>
<td>78</td>
<td>Reduced In-Fill Wall Drilling</td>
</tr>
<tr>
<td>79</td>
<td>Reduced Touch Up Painting</td>
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<tr>
<td>80</td>
<td>Additional Overhead</td>
</tr>
<tr>
<td>81</td>
<td>Weld Inspection Cost Sharing</td>
</tr>
</tbody>
</table>

**CO #6 TOTAL = $33,096.00**
TITLE OF DOCUMENT:
Second Amendment to the Lease Between Whatcom County and Soccer Commission/Whatcom Sports

ATTACHMENTS:
Second Lease Amendment

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Request authorization for the County Executive to enter into an amended lease agreement with Whatcom Sports & Recreation for the use of the Northwest Soccer Park to include naming rights to recognize a major donor and assumption of the adjoining improvements and area leased to the Boys & Girls Club.

COMMITTEE ACTION: 

COUNCIL ACTION: 

Related County Contract #: 9706006/9706007
Related File Numbers:

Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO: Jack Louws, Executive and Members of the Whatcom County Council
FROM: Michael McFarlane, Director
DATE: January 12th, 2016
RE: 2nd Amendment to Lease- Whatcom Sports & Recreation

Attached for your review and signature is the second amendment to the lease agreement between Whatcom County and Whatcom Sports & Recreation for use of the NW Soccer Park. Whatcom Sports & Recreation has leased a 32.5 acre area from the County since 1993.

Whatcom Sports & Recreation has requested an amendment to extend their current lease agreement for a period of 25 years to meet the requirements for a state grant. The grant funding, along with private donations will be used to construct two artificial lighted turf fields at the park. The amendment also grants naming rights for the park to Whatcom Sports & Recreation to recognize the private donation of $700,000 and expands the leased area to include the 9.7 acre parcel previously leased by the Boys & Girls Club.

There is currently no lease payment required by the County and Whatcom Sports & Recreation is solely responsible for all maintenance, operations and capital improvements.

Please contact me at 5855 if you have any questions or require additional information.

Thank you
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Parks &amp; Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Michael McFarlane</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Whatcom Sports &amp; Recreation</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** Yes ☒ No ☐  
**If not, is this an Amendment or Renewal to an Existing Contract?** Yes ☒ No ☐  
Original Contract #: 9706007

**Does contract require Council Approval?** Yes ☒ No ☐  
If No, include WCC: (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

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

**Is this contract grant funded?** Yes ☒ No ☐  
If yes, Whatcom County grant contract number(s): ____________

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

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

If YES, indicate exclusion(s) below:
- ☐ Professional services agreement for certified/licensed professional.
- ☐ Contract work is for less than $100,000.
- ☐ Contract work is for less than 120 days.
- ☐ Interlocal Agreement (between Governments).
- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Work related subcontract less than $25,000.
- ☐ Public Works - Local Agency/Federally Funded FHWA.
- ☐ Contracts that require Council Approval (incl. agenda bill & memo)
  - Professional Services Agreement above $20,000.
  - Bid is more than $50,000.
  - Amendments that have either an increase greater than 10\% or provide a $10,000 increase in amount (whichever is greater)

**Contract Amount:** (sum of original contract amount and any prior amendments): $ n/a

**This Amendment Amount:** $ ____________

**Total Amended Amount:** $ n/a

**Summary of Scope:** This amendment extends the lease agreement between Whatcom County and Whatcom Sports & Recreation for use and operation of the Northwest Soccer Park for a period of 25 years, allows assumption of the improvements and area currently leased to the Boys and Girls Club, and permits the renaming of the park in recognition of a major donor. The extension is being requested to accommodate funding requirements for the construction of two artificial lighted soccer fields at the complex.

**Term of Contract:** 25 years  
**Expiration Date:** 10/31/40

**Contract Routing:**
1. Prepared by: Michael McFarlane  
   Date: 1/11/16
2. Attorney signoff:  
   Date: 1/13/16
3. AS Finance reviewed:  
   Date: 1/15/16
4. IT reviewed (if IT related):  
   Date: ____________
5. Contractor signed:  
   Date: ____________
6. Submitted to Exec:  
   Date: 1/14/16
7. Council approved (if necessary):  
   Date: ____________
8. Executive signed:  
   Date: ____________
9. Original to Council:  
   Date: ____________

**Last Edited:** 060414
SECOND AMENDMENT TO LEASE BETWEEN WHATCOM COUNTY AND SOCCER COMMISSION/WHATCOM SPORTS

THIS SECOND AMENDMENT TO SOCCER COMMISSION LEASE (“Lease”) is made and entered into this ____ day of ______________, 2016, by and between WHATCOM COUNTY, a municipal corporation organized under the laws of the State of Washington, hereinafter “County” and WHATCOM SPORTS & RECREATION, a Washington non-profit corporation, formerly Whatcom Soccer Commission, hereinafter “Whatcom Sports”.

RECITALS:

A. The parties entered into the Amended Soccer Commission Lease, dated May 29, 1997.

B. The Whatcom Soccer Commission has changed its name to Whatcom Sports & Recreation to better reflect the broader base of users for its facilities.

C. Conditional Use Permit 94-0017 that permitted expansion of the field complex located at 1021 West Smith Road, Bellingham, Washington.

D. Whatcom Sports has acquired funding for two artificial turf fields with associated improvements; including lighting (“Turf Fields”) in order to satisfy funding requirements Whatcom Sports needs an extension of the Lease.

E. The County desires to assist Whatcom Sports in providing recreational facilities for both youth and adults that benefit the public by fulfilling park like function, thereby reducing demands on the County’s budget.

F. RCW 35.59 authorizes counties to create multi-purpose community centers for the purpose of facilitating, among other things, the construction and operation of public safety facilities, play fields, indoor sports and recreational facilities.

G. There are contiguous properties currently leased to Whatcom County Search and Rescue Council and the Whatcom Sports collectively constitute a multi-purpose community center as defined in RCW 35.59.020.

H. RCW 35.59.080 authorizes the County to lease its land for public safety facilities, play fields, indoor sports and recreation facilities, for such fees, charges or other consideration as the legislative body deems appropriate.

I. The field complex development consisting of Whatcom Sports improvements will have certain impacts on road circulation and parking in the vicinity. Both of the parties acknowledge that the natures of the impacts are unclear, and that as use of the fields increases and changes, those impacts may change from time to time. In order to ensure that Whatcom
Sports resolve these potential problems, the County reserves certain rights and authority
regarding meeting of impacts, including the right to require the payment of rents, as provided in
this Lease.

NOW, THEREFORE, in consideration of the mutual covenants, promises and
agreements contained herein, the parties agree as follows:

1. Premises. The County, for and in consideration of the covenants and agreements
contained herein, hereby demises, lets and leases unto Whatcom Sports the real property
described in Exhibit “A” (“Leased Property” or “Park”). In addition to the Lease Property, the
County leases to Whatcom Sports the following easements:

(a) An easement to run an underground water irrigation line from the Lease
Property to the irrigation pond shown on the map attached as Exhibit “B”. This shall include the right to use the pond and all improvements and equipment associated therewith.

(b) A twenty foot (20’) easement over and across County property for the
purpose of locating an underground waterline for connection the Lease Property to the City of Ferndale water system.

(c) A parking ingress and egress easement over parking areas as they
currently exist and as they may change from time to time in the vicinity of
the County Shop and in the vicinity of the County Annex. These
easements are designated “limited parking easements” on the attached
Exhibit “B”. This easement may only be used by Whatcom Sports outside
of normal business hours, and is subject to restrictions imposed by the
Director.

(d) A non-exclusive easement for parking, together with an easement for
ingress and egress over those areas developed as roads and existing
parking areas as designated on Exhibit “B”.

(e) A non-exclusive easement to maintain and repair existing waterlines
running from the well, which is identified in Exhibit “B”, to the Lease
Property described in Exhibit “A”, to the irrigation pond identified on
Exhibit “B”. This easement right shall include the water rights to
withdraw water from the existing well and the use of all equipment and
waterlines associated therewith. This right to withdraw water is subject to
the following conditions:

(i) All expenses for maintenance and repair of the well shall be
the sole and exclusive responsibility of Whatcom Sports;

(ii) When the use of the well is discontinued the well will be
capped consistent with State and County requirements.
(iii) The well shall not be used for domestic purposes.

(iv) Water use and well use may be limited to or subject to any other third party claim or restrictions by law, and as such, legal disputes or compliance shall be at the expense of Whatcom Sports unless the County agrees to participate in or contribute to the cost of any of these issues.

The Lease Property, together with easements described in subparagraphs l.a through l.e shall hereinafter collectively be referred to as the “Leased Premises”.

The Leased Premises are subject to a general utilities easement anywhere on the Leased Premises in favor of the County for the purpose of maintaining existing underground utilities and for adding additional underground utilities as the County deems appropriate.

2. Term. The term of this Lease shall be for a period of twenty five (25) years, commencing on the 1st day of November, 2015, and ending on the 31st day of October, 2040.

3. Rent. There shall be no rent for the Leased Premises, except as otherwise provided for herein. The consideration received by the County shall be the improvements to the Leased Premises and the use of the Leased Premises, which fulfills a public need and purpose.

4. Acceptance of Premises. Whatcom Sports acknowledges that the Leased Premises have been examined to Whatcom Sports’ satisfaction and Whatcom Sports accepts the Leased Premises in their present condition, except as provided in Section 7 of this Lease.

5. Administration. The administration of this Lease shall be through the Whatcom County Parks & Recreation Department. The director of the Whatcom County Parks & Recreation Department, hereinafter “Director” is authorized to administer this Lease and deal with all issues related hereto, including the granting of the necessary approvals contemplated by this Lease; provided this Lease may only be amended in the same manner that it was originally executed. All actions taken by the Director as the County’s agent for administering this Lease shall be subject to the approval of the Whatcom County Executive.

6. Use. Whatcom Sports shall use the Leased Premises only for youth and adult athletic activities and incidental and related activities. The parties agree that Whatcom Sports shall have the primary use of the Leased Premises for that purpose; provided the Director may allow other uses and activities on the Leased Premises during those times that all or a portion of the Leased Premises are not scheduled for use by Whatcom Sports; provided such use is not detrimental or damaging to the Turf Field, or other facilities located on the Leased Premises.

The County reserves the right to use a portion of Parcel “G-3” as designated in Exhibit “B” for the purpose of conducting its annual auction. The County shall use only that space
reasonably necessary to conduct the auction. The County’s use of the facility for the auction shall be at no cost to the County.

Whatcom Sports agrees to make all the facilities on the Leased Premises available to the County for emergency operations in the case of a local disaster.

7. Improvements. Whatcom Sports shall make no alterations, improvements, repairs or do any development to the Leased Premises without the prior written consent of the Director.

Whatcom Sports shall pay for all costs to repair damages to the Leased Premises and improvements thereto incurred during Whatcom Sports’ use of the Leased Premises.

Whatcom Sports shall return the Leased Premises to the County with all improvements in an adequate condition upon the termination or expiration of this Lease.

Whatcom Sports agrees to secure the necessary permits required for construction of improvements on the Leased Premises. The County reserves the right to require any fixtures or improvements to be deeded to the County upon expiration or termination of this Lease.

Whatcom Sports shall pay all costs and expenses for work done and materials used for the construction of improvements or installation of equipment. Whatcom Sports shall keep the Leased Premises free and clear of all mechanics or material liens, or other liens on account of any work done for Whatcom Sports on the Leased Premises.

Whatcom Sports agrees to maintain existing soccer fields and at its discretion convert some of those soccer fields to Turf Fields.

All site work on the Lease Premises as designated on Exhibit “B”, shall be performed by Whatcom Sports at no cost to the County; provided the County shall clean up any hazardous materials and/or soil contaminates that were placed on the site prior to November 12, 1993.

8. Maintenance. Whatcom Sports shall be solely responsible for maintenance of the Leased Premises. Whatcom Sports agrees that the County shall not have responsibility for maintenance of any kind. Whatcom Sports maintenance shall include, but is not limited to responsibility for proper signage related to safety, warnings, accessibility or emergencies.

9. Operating Costs. Whatcom Sports shall pay all costs of operation of the Leased Premises, including, but not limited to, electricity, water, gas, sewer and garbage.

10. Concession. Whatcom Sports is authorized to operate concessions on the Leased Premises for the sale of food, food items, apparel and other youth sports related items; provided such concession shall only be open during events scheduled on the Leased Premises.

Whatcom Sports shall be responsible for acquiring all necessary permits, approvals and licenses for such concession operations.
11. **Traffic / Parking Impacts.** Pedestrian circulation on the Leased Premises and adjacent areas, traffic circulation in the vicinity and parking impacts outside of the Leased Premises shall be monitored by the Whatcom County Department of Public Works or its successor department (hereinafter referred to as the “Department”). In the event the Department determines that use of the Leased Premises has a significant impact on traffic, pedestrian circulation or parking, then the Department may require Whatcom Sports to make such improvements or implement programs sufficient to ensure mitigation of those impacts.

In the event Whatcom Sports does not agree with the Department’s determination, then Whatcom Sports may arbitrate the dispute pursuant to the arbitration provisions set forth in this section. The department shall provide Whatcom Sports a reasonable time to complete the necessary improvements or implement the required programs.

If Whatcom Sports fails to implement the required programs within the time required, such failure shall be deemed a breach of this Lease. If Whatcom Sports fails to make the required improvements, then the County at its sole election may make such improvements. The costs of such improvements shall be repaid by Whatcom Sports over a five (5) year period. For this purpose the cost of such improvements shall be amortized using a ten percent (10%) factor. These amortized costs shall be monthly rental charges under this Lease.

Failure to make the comply with the lease terms or pay any fees or costs associated with this Lease as required by this Lease or by law, shall be a default under this Lease.

In the event Whatcom Sports requests arbitration under this section, Whatcom Sports shall select one arbitrator and the Department shall select one arbitrator. The two arbitrators so chosen shall select a third arbitrator. This three (3) member arbitration panel shall arbitrate the dispute between Whatcom Sports and the Department. The decision of the arbitrators shall be final and binding on the parties. Each party shall pay the arbitrator selected by them and each party shall pay one-half of the fee of the third arbitrator.

12. **Naming Rights.** Whatcom Sports, if upon procuring private funds from a sole donor in the amount of $700,000 or more for capital improvements on the Leased Premises, may change the name of the Park from Northwest Soccer Park to the donor’s name (anticipated to be Phillips 66), Phillips 66 Soccer Park, to reflect the generosity of the donor. All costs associated with renaming the park are the responsibility of Whatcom Sports. Whatcom County will make the necessary changes in its publications to reflect the name change. The conditions for the naming rights are outlined in the naming rights agreement attached to this amendment and will apply for the term 20 years expiring December 31st, 2035. Upon expiration of this Lease, the name of the Park will revert to the Northwest Soccer Park or to a name of the County’s choosing. In the event the Lease term is renewed or extended, all naming rights of the Lessee will terminate unless subsequently and specifically agreed to in writing and signed by the County. This Lease does not provide County property rights to Phillip 66 or any organization or company in which the Park is to be named, unless otherwise provided for in writing and signed by the County.
13. Insurance.

a. Whatcom Sports shall carry public liability insurance and general liability and property damage insurance on the Leased Premises insuring Whatcom Sports’ obligation to indemnify the County for personal injury or damages with limits of at least Four Million Dollars ($4,000,000.00) of any one person per occurrence and Four Million Dollars ($4,000,000.00) for any accident, and not less than Two Hundred Fifty Thousand Dollars ($250,000.00) in property damage arising in or about the Leased Premises. The County shall be named an additional insured on Whatcom Sports’ liability insurance policy. Whatcom Sports shall provide a copy of such liability policy to the County.

b. A Certificate of Insurance and necessary endorsements must name the County and their employees, officials, agents and volunteers as additional insureds and must identify the Leased Property. The Certificate and endorsements shall be attached to this Lease. Evidence of Whatcom Sports’ insurance requirements must be provided annually to the County. The Whatcom Sports’ insurance shall state on the certificate and include endorsements providing that Whatcom Sports’ insurance is primary and shall waive all rights of subrogation. The County’s insurance shall be noncontributory.

Due to the length of this Lease, the parties agree to periodically review the insurance limits to determine if they are adequate. If the County deems such insurance limits not to be adequate, then Whatcom Sports, upon request from the County, shall raise such insurance limits to adequate amounts.

The insurance policy covering liability for the Leased Premises and concession sales shall be a commercial general liability policy with the above policy limits, and, in addition, shall include coverage for merchandise sold by Whatcom Sports through its facilities. Such insurance shall be approved by the Director.

Whatcom Sports shall maintain property insurance for the full replacement value of all improvements to the Leased Premises. The property insurance shall be a standard fire insurance policy with broad form coverage, including coverage against glass breakage, vandalism and malicious mischief on the improvements constructed on the Leased Premises.

The policy of insurance shall have a thirty (30) day cancellation notice in the event of termination, or material modification of coverage, which notice shall be provided to the County.

The County and Whatcom Sports hereby mutually release each other and their respective successors and assigns from any liability and waive all right of recovery against each other from any loss for perils insured against under their respective fire insurance contracts, including any extended coverage endorsements thereto; provided this section shall be inapplicable if it would have the effect, but only to the extent that it would have such effect, of invalidating insurance coverage of the County or Whatcom Sports.
14. Compliance with Environmental Law. Whatcom Sports agrees that during its use and occupancy of the Leased Premises it shall comply with all environmental laws with regard to the use, storage, transportation and disposal of hazardous substances on the Leased Premises.

15. Taxes and Fees. Whatcom Sports shall pay all licenses, excise tax, permits and fees applicable to its operation and the leasehold estate created by this Lease. Whatcom Sports shall be responsible for securing necessary permits and licenses imposed by applicable local, state or federal law with respect to Whatcom Sports’ employees or Whatcom Sports’ property or activities on the Leased Premises.

16. Indemnification. Whatcom Sports covenants and agrees to indemnify, hold harmless and defend the County from and against all claims, losses and damages for personal injury or death, or damage to property occurring with the Leased Premises, arising out of Whatcom Sports’ and occupancy of the Leased Premises, excepting any damage or loss caused by the sole negligence of the County or solely by the County’s failure to perform material obligations hereunder that resulted in the injury, death or property damage. Should it be determined that the County was solely negligent, it is agreed that the County as an additional insured on Whatcom Sports insurance policy, that coverage remains the primary policy for the County.

Whatcom Sports specifically and expressly waives any indemnity created under the Washington Industrial Insurance Act, Title 51 RCW, or similar laws of other jurisdictions and by its signature below acknowledges that this waiver was mutually negotiated and agreed to by the parties.

17. Assignment and Subletting. Whatcom Sports shall not sublet the Leased Premises or any part thereof, or assign this Lease without the prior written consent of the County, which consent shall not be unreasonably withheld. Any such assignment or subletting, or attempt to assign or sublet without such consent shall result in an immediate forfeiture of Whatcom Sports’ interest in and to this Lease, as provided herein.

18. Entry onto Leased Premises by County. The County reserves the right to enter onto the Leased Premises at reasonable times to inspect them, or make modifications and Whatcom Sports shall permit the County to do so.

19. Independent Contractor. It is hereby understood, agreed and declared that Whatcom Sports, or any sublessee, is an independent contractor and not the agent or employee of the County and that no liability shall attach to the County by reason of entering into this Lease, except as may be expressly provided herein.

20. Oil and Mineral Rights. The County hereby expressly saves, accepts and reserves out of the Lease hereby made, unto itself, its successors and assigns, forever, all oils, gases, coals, ores, minerals, gravel, timber and fossils of every name, kind or description, and which may be in or upon said lands above described; or any part thereof, and the right to explore the same for such oils, gases, coals, ores, minerals, gravel, timber and fossils, and it also hereby expressly saves and reserves out of lease hereby made, unto itself, its successors, and assigns, forever, the right to enter by itself, its agents, attorneys, and servants upon said lands, or any part thereof.
or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coals, ores, minerals, gravel, timber and fossils, and to that end it further expressly reserves out of the lease hereby made, unto itself, its successors and assigns, forever, the right by it or its agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such oil and to remain on said lands or any part thereof, for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

21. Termination and Remedies of County for Breach by Whatcom Sports. The County shall have the right to terminate this Lease upon breach of this Lease by Whatcom Sports, or any sublessee of Whatcom Sports, upon giving sixty (60) days written notice of termination to Whatcom Sports. The written notice shall specify the reason for termination and Whatcom Sports shall be given a reasonable time to cure the breach described in such notice. These remedies shall be in addition to any other remedies available to the County.

In the event the Leased Premises are necessary for the County to fulfill a County purpose, then the County may terminate this Lease as to that portion of the Leased Premises required to fulfill such County purpose. The County agrees to reimburse Whatcom Sports for any damages incurred in the event this Lease as to all or a portion of the Leased Premises is terminated by the County without cause. Damages shall be limited to reimbursement of monies expenses on the Leased Premise.

22. Conditional Use Permits. Whatcom Sports agrees to comply with the terms of the Conditional Use Permits issued by Whatcom County.

23. Modification. No change or addition to this Lease shall be valid or binding upon either party unless such change or addition is in writing, executed by the parties and approved by the Whatcom County Council.

24. Previous Leases. The County and Whatcom Sports have entered into previous leases, all of which are superseded and replaced by this Lease.


25.1 Environmental Law. "Environmental Law" shall mean any federal, state, local law, statute, ordinance, regulation or order and all amendments thereof pertaining to health, industrial hygiene, environmental conditions, or Hazardous Substances.

25.2 Hazardous Substances. "Hazardous Substances" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminate as defined listed or regulated by any Environmental Law or by common law decision, including, without limitation, chlorinated solvents; petroleum products or by-product; asbestos; and polychlorinated biphenyl.
25.3 **Compliance with Environmental Law.** Whatcom Sports agrees that during its use and occupancy of the Leased Premises it shall comply with all Environmental Laws with regard to the use, storage, transportation and disposal of Hazardous Substances on the Leased Premises.

25.4 **Representation.** To the best of the County’s knowledge, there are no underground storage tanks on the Leased Premises, and there are no Hazardous Substances present on or under the Leased Premises in any manner or quantity that will violate any Environmental Law.

25.5 **Notification.** Whatcom Sports shall give prompt notice to the County of:

(a) Any proceedings or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Leased Premises or related to any loss or injury that might result from Hazardous Substances on the Leased Premises; and

(b) Whatcom Sports’ discovery of any occurrence or condition on the Leased Premises that could cause the Leased Premises or any part thereof to be subject to any restriction or occupancy or use of the Leased Premises under any Environmental Law.

26. **Miscellaneous.**

a. **Time of the Essence.** Time is of the essence in the performance of this Lease.

b. **Entire Agreement.** There are no other verbal or written agreements which modify or affect this Lease.

c. **Benefit.** The provisions in this Lease shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of the parties hereto.

d. **Notices.** All notices or demands to be given by each party to the other under this Lease and all sums to be paid by each party shall be deposited in the United States mails, postage prepaid, by certified or registered mail, return receipt requested, and addressed as follows:

Whatcom Sports & Recreation
1225 Civic Field Way
Bellingham, WA 98229
Phone: (360) 734-6390
Email: ctl@belcherswanson.com
Current President: Chet Lackey

Whatcom County Parks & Recreation Department
3373 Mount Baker Highway
Bellingham, WA 98226
Phone: (360) 778-5850
Email: mmcfarla@co.whatcom.wa.us
Current Director: Michael McFarlane
Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

e. Execution of Documents. The parties agree to execute any documents which may be necessary, appropriate or convenient to carry out the intent of the transaction contemplated by this Lease.

f. Attorney’s Fees. In the event either the County or Whatcom Sports shall institute suit to enforce any rights hereunder, the successful party shall be entitled to court costs and reasonable attorney’s fees against the losing party.

g. Survival. All of the terms and covenants in this Lease shall survive the closing and delivery of any deed.

h. Severability. If any provision of this Lease is deemed void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of the Lease, which shall remain in full force and effect.

i. Applicable Law. This Lease shall be construed, interpreted and enforced pursuant to the laws of the State of Washington, and the parties agree that the Superior Court of Whatcom County shall be the appropriate venue of any suit or proceeding brought with respect to this Lease or the Leased Premises.

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

IN WITNESS WHEREOF, the parties have executed this Lease the date above first written.

For:

WHATCOM SPORTS & RECREATION

By ___________________________

Chet Lackey, President
STATE OF WASHINGTON) )ss.
COUNTY OF WHATCOM)

On this ___ day of ________________, 2016, before me personally appeared Chet Lackey to me known to be the President of Whatcom Sports & Recreation 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 __________

WHATCOM COUNTY

By __________________________
Jack Louws, County Executive

STATE OF WASHINGTON) )ss.
COUNTY OF WHATCOM)

On this ___ day of ________________, 2016, before me personally appeared Jack Louws to me known to be the Whatcom County Executive 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 __________

Michael McFarlane, Director
APPROVED AS TO FORM:
Senior Deputy Prosecuting Attorney
EXHIBIT “A”

A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 32’ 55” WEST ALONG THE NORTH LINE OF SAID SECTION 34, 1526.63 FEET; THENCE SOUTH 00 DEGREES 47’ 10” EAST, 30.01 FEET TO THE SOUTHERLY MARGIN OF WEST SMITH ROAD (COUNTY ROAD NO. 103) AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 47’ 10” EAST, 318.17 FEET; THENCE NORTH 89 DEGREES 41’ 59” WEST, 10.80 FEET; THENCE SOUTH 00 DEGREES 18’ 01” WEST, 611.93 FEET; THENCE NORTH 89 DEGREES 42’ 30” EAST, 1206.23 FEET; THENCE NORTH 07 DEGREES 01’ 05” EAST, 64.15 FEET; THENCE NORTH 21 DEGREES 01’ 26” EAST, 61.53 FEET; THENCE NORTH 66 DEGREES 10’ 46” EAST, 55.71 FEET; THENCE NORTH 86 DEGREES 45’ 28” WEST, 43.89 FEET; THENCE NORTH 68 DEGREES 08’ 38” EAST. 124.36 FEET; THENCE NORTH 00 DEGREES 41’ 58” EAST, 720.16 FEET TO THE SOUTHERLY MARGIN OF WEST SMITH ROAD (COUNTY ROAD NO. 103); THENCE NORTH 89 DEGREES 32’ 55” WEST ALONG THE SOUTHERLY MARGIN OF WEST SMITH ROAD (COUNTY ROAD NO. 103) 1445.53 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 29.7 ACRES, PLUS OR MINUS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

LEGAL DESCRIPTION, G-3 LEASE PARCEL

A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 34, THENCE NORTH 89 DEGREES 32’ 55” WEST ALONG THE NORTH LINE OF SAID SECTION 34, 1526.63 FEET; THENCE SOUTH 00 DEGREES 47’ 10” EAST, 30.01 FEET TO THE SOUTHERLY MARGIN OF WEST SMITH ROAD (COUNTY ROAD NO. 103) AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 47’ 10” EAST, 318.17 FEET; THENCE NORTH 89 DEGREES 41’ 59” WEST, 10.80 FEET; THENCE CONTINUING NORTH 89 DEGREES 41’ 59” WEST, 389.96 FEET; THENCE NORTH 00 DEGREES 44’ 14” EAST, 222.16 FEET; THENCE SOUTH 89 DEGREES 32’ 55” EAST. 47.96 FEET; THENCE NORTH 00 DEGREES 27’ 05” EAST, 97.00 FEET TO A POINT ALONG THE SOUTHERLY MARGIN OF WEST SMITH ROAD (COUNTY ROAD NO. 103); THENCE SOUTH 89 DEGREES 32’ 55” EAST ALONG THE SOUTHERLY MARGIN OF WEST SMITH ROAD (COUNTY ROAD NO. 103) 344.82 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.8 ACRES, PLUS OR MINUS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.
LEGAL DESCRIPTION, FORMER BOYS & GIRLS CLUB LEASE PARCEL

A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 32’ 55” WEST ALONG THE NORTH LINE OF SAID SECTION 34, 1526.63 FEET; THENCE SOUTH 00 DEGREES 47’ 10” EAST, 30.01 FEET TO THE SOUTHERLY MARGIN OF WEST SMITH ROAD (COUNTY ROAD NO. 103); THENCE CONTINUING SOUTH 00 DEGREES 47’ 10” EAST, 318.17 FEET; THENCE NORTH 89 DEGREES 41’ 59” WEST, 10.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 41’ 59” WEST, 389.96 FEET; THENCE SOUTH 00 DEGREES 53’ 34” WEST, 30.24 FEET; THENCE SOUTH 71 DEGREES 02’ 03” WEST, 222.33 FEET; THENCE SOUTH 01 DEGREE 04’ 02” WEST, 26.54 FEET; THENCE SOUTH 78 DEGREES 21’ 55” WEST, 66.88 FEET; THENCE SOUTH 67 DEGREES 55’ 18” WEST, 185.43 FEET ALONG THE WESTERLY MARGIN OF NORTHWEST AVENUE (COUNTY ROAD NO. 43); THENCE SOUTH 26 DEGREES 39’ 00” EAST, 453.09 FEET; THENCE NORTH 89 DEGREES 42’ 30” EAST, 632.09 FEET; THENCE NORTH 00 DEGREES 18’ 01” EAST, 611.93 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.7 ACRES, PLUS OR MINUS.

SITUATE IN WHATCOM COUNTY, WASHINGTON.
This naming rights agreement ("Agreement") is entered into December ___, 2015 by and between Phillips 66 Corporation ("Phillips 66") and Whatcom Sports & Recreation, a not for profit corporation ("WS&R") for the naming rights of the current Northwest Soccer Park ("Soccer Park"). The Soccer Park is located on the corner of Northwest Drive and Smith Road in Bellingham, WA.

1. Naming Rights: WS&R hereby grants exclusive naming rights for the Soccer Park to Phillips 66, subject to certain reservations set forth in this Agreement.

2. Term of Agreement: The term of this Agreement will be for twenty (20) years commencing on January 1, 2016, and ending December 31, 2035.

3. Naming Rights Fee: In consideration for the naming rights to the Soccer Park Phillips 66 shall pay WS&R the amount of Seven Hundred Thousand Dollars ($700,000).

4. Payment: The naming rights fee will be paid as follows: ____________________________

5. Soccer Park Name: The parties agree that the name of the Soccer Park will be "Phillips 66 Soccer Park".

6. Signage: The form and content of the signage and branding will be substantially as shown on the attached Exhibits "A" through "F". The signage, design, construction and installation costs will be the responsibility of WS&R. The following are details of the Phillips 66 Soccer Park signage and branding:
   - Electronic scoreboard at the facility with Phillips 66 Soccer Park brand. (see Exhibit "A").
   - Phillips 66 logo to be placed in the center of the two turf fields (see Exhibit "A").
   - (2) 4' x 8' entrance signs will prominently display an agreed upon Phillips 66 Soccer Park logo. Signs for east and west entrances that is permitted by Whatcom County planning. (see Exhibit "B").
   - (5) 3' x 6' Welcome Signs on north side parking lot adjacent to facility (see Exhibit "B").
   - (8) 2' x 2' Park at Your Own Risk signs (see Exhibit "C").
   - (60) 1' x 1' corner flags for the fields (see Exhibit "C").
   - The current whatcomsoccer.com website would be updated with the Phillips 66 Soccer Park logo that will be present throughout the website pages
   - All programming literature (schedules, field maps, tournament venues, programs, etc.) prominently states activities are at Phillips 66 Soccer Park
   - Any other exterior signage mutually agreed upon by both parties and costs will be negotiated between both parties.
7. **Signage and Branding Costs.** WS&R will be responsible and will incur the cost for maintaining, and if necessary replacing, all signage to have in presentable condition.

8. **Whatcom Sports & Recreation Rights Reserved:** WS&R retains the right to continue to pursue and secure sponsorship of individual fields and other advertising signage at the Soccer Park for the benefit of the facility. WS&R reserves the right to have FC Rangers signage on covered benches and bleachers on the turf fields and on the existing office building.

9. **Name Change:** In the event the Phillips 66 Corporation, through merger or acquisition, has a name change, Phillips 66 shall have the right to change the name of the Soccer Park. All costs associated with renaming the Soccer Park shall be the responsibility of Phillips 66.

10. **Contingency:** This Agreement is contingent upon the WS&R acquiring an extension of the Lease beyond the term of this Agreement.

Phillips 66 Corporation
By _______________________________ Date

Whatcom Sports & Recreation
By _______________________________ Date

N:\WPI\CTL\SOCcer\WSC\Phillips 66\Agreement.docx
## TITLE OF DOCUMENT:
Aiston Preserve Conservation and Public Access Easement.

### ATTACHMENTS:
Conservation and Public Access Easement

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Request authorization for the County Executive to enter into a purchase and sale agreement with the Lummi Island Heritage Trust to acquire a public access and conservation easement in the amount of $400,000 on the former 105 acre quarry site on Lummi Island.

---

### COMMITTEE ACTION:

### COUNCIL ACTION:

---

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

---

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
MEMORANDUM

TO: Jack Louws, Executive and Members of the Whatcom County Council

FROM: Michael McFarlane, Director

DATE: January 13th, 2016

RE: Aiston Preserve- Purchase of a Conservation and Public Access Easement

Attached for your review and signature is the Conservation and Public Access easement for the former 105 acre rock quarry on Lummi Island. It is proposed the County purchase the easement for $400,000 from the Lummi Island Heritage Trust using Conservation Futures Funds. Funding was initially approved by Council in 2015 (supplemental budget request #2029) and a reappropriation request for 2016 is pending.

This property contains the abandoned rock quarry, forested uplands and approximately 4,000 feet of shoreline on Hale Passage. The Trust recently acquired the property and will be restoring the quarry site in future years. This easement will allow the public passive recreational use of this unique property while protecting its natural attributes.

Please contact me at 5855 if you have any questions or require additional information.

Thank you
1. **Parties/Instrument.** The Lummi Island Heritage Trust ("Trust") and Whatcom County ("County") as the parties to a Conservation and Public Access Easement ("Easement"). The Trust and County hereinafter collectively referred to as the "Parties."

2. **Facts and Objectives/Recitals.**

2.1. The Trust is owner of that certain real property in Whatcom County, Washington, known as the Aiston Preserve ("Preserve"), the legal description of which is attached as Exhibit A and incorporated here by this reference.

2.2. The County is a political subdivision of the State of Washington. The Lummi Island Heritage Trust is a publicly supported, tax-exempt nonprofit corporation, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purpose is to preserve the open space, native habitat, and natural resources of Lummi Island.

2.3. The Aiston Preserve is a 105-acre parcel of land located on Lummi Island. The Preserve is situated on Hale Passage and consists of approximately 4,000 feet of saltwater shoreline and pocket beaches, 85 acres of upland forest and 20 acres of an abandoned rock and gravel quarry. The Preserve is also uniquely situated on
Smuggler’s Cove, which cove provides one of the few bodies of protected water adjacent to Lummi Island.

2.4. The Parties’ intent and purpose (“Purpose”) hereof is to facilitate the restoration and preservation of the ecological functions, plant and wildlife habitat, and water quality of the Preserve (“Conservation Values”), and in a manner consistent with the foregoing, to facilitate public access and use of the Preserve for low-impact, non-motorized recreational and educational uses and activities.

2.5. The Parties intend that the planning and design of the Preserve and its facilities with respect to the restoration and preservation of the Conservation Values will be by the Trust with input from the County. The Parties’ intend that the planning and design of the Preserve and its facilities with respect to public access and use, and the implementation thereof, will be by the Trust in coordination with the County. Any facilities for public access and use shall be designed, located, and constructed so as to minimize adverse impacts on the Conservation Values.

2.6. The Parties intend that the Trust will be responsible for the day-to-day maintenance, management and operation of the Preserve.

2.7. The Parties intend to allow reasonable public access and use of the Preserve, subject to rules and regulations established by the Trust in coordination with the County.

2.8. The Parties intend that the Conservation Values of the Preserve be preserved and protected in perpetuity and that the Trust shall not engage in, nor permit third parties to engage in, any uses or activities that would diminish or impair the Conservation Values or that otherwise would be inconsistent with the Purpose of this Easement.

2.9. The Parties agree that the development, and thereafter the continuation, of reasonable public access and the monitoring of public use and the associated maintenance of the Preserve and its facilities shall be contingent on securing adequate funding for these purposes.

3. Grant of Conservation and Public Access Easement. The Trust hereby grants and conveys to the County, its successors and assigns, in perpetuity, a Conservation and Public Access Easement pursuant to Revised Code of Washington RCW 84.34.210 over the Preserve legally described as Exhibit “A,” subject to title matters of record as of the effective date of this instrument, including, but not limited to, that certain Deed of Right in and for the State of Washington recorded at AFN __________. The Conservation and Public Access Easement consists of mutual rights and obligations and is subject to the reservation of rights set forth below. This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130 and 84.34.210.
4. **Permitted Uses, Practices, and Rights Reserved by the Trust.**

4.1. The Trust reserves all rights and privileges of ownership of the Preserve except as explicitly restricted by this Conservation and Public Access Easement.

4.2. The Trust shall bear all costs and responsibilities related to the ownership, lease, restoration, operation, upkeep, and maintenance of the Preserve, except as may be otherwise provided in this Easement or agreed to by the County.

5. **Restrictions on Use.**

5.1. With regard to the Aiston Preserve, the Trust shall not do or permit the following:

5.1.1. Subdivide the property in any manner.

5.1.2. Construct any buildings, structures or improvements except to serve the Purpose of this Easement and except as specifically provided in Section 5.3 below.

5.1.3. Clear-cut all or part of the Preserve or engage in other forest or mineral extraction practices that significantly affect water quality.

5.2. With the exception of the existing residential building and its curtilage, there shall be no areas for the exclusive use by the Trust, the Trust's members, or any private parties or leases to private organizations or parties that exclude the general public.

5.3. In the event of a public emergency, the Trust and the County, in their respective sole and absolute discretion, may make limited, temporary exceptions to the provisions hereof, for example, allowing the construction or installation of temporary structures or improvements in response to such emergency.

6. **Other.**

6.1. With respect to public access and use of the Preserve, the Trust agrees not to discriminate against any participant, volunteer, employee, or other individual based upon race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status.

6.2. Nothing herein shall be interpreted as requiring the Trust to lease or continue to lease from the State of Washington any aquatic lands. Nothing herein shall be interpreted to preclude the County from leasing from the State of Washington any aquatic lands.

7. **Rights and Responsibilities of the County.** Pursuant to this Easement the County has the right and responsibility, in coordination with the Trust, to develop reasonable public access and use of the Preserve and to preserve and protect in perpetuity the Conservation
Values of the Preserve consistent with the terms hereof. In connection with such rights and responsibilities:

7.1. The County shall designate a lead department to implement the coordinated efforts described in this Easement.

7.2. Should the Trust, its successors or assigns, undertake any activity in violation of this Easement, the County shall have the right to compel the restoration of that portion of the Preserve affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the cost of restoration shall be borne by the Trust or those of its successors or assigns against whom judgement is entered.

7.3. Any forbearance by the County to exercise any rights under this agreement in the event of breach shall not be deemed to be a waiver of the County’s rights under this Easement.

8. **Grant in Perpetuity.** This Easement shall run with the property in perpetuity and shall bind the Parties and their respective successors and assigns forever.

9. **Miscellaneous.**

9.1. The terms “the Trust” and “the County,” wherever used in this Easement, shall include the above-named Trust and its successors and assigns, and the above-named County and its successors and assigns.

9.2. No term or provision of this Easement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Easement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

9.3. Nothing contained in this Easement shall be construed to entitle the County to bring any action against the Trust to abate, correct, or restore any condition on the Preserve resulting from activities and actions of prior owners of the Preserve or from causes beyond the Trust’s control, including, without limitation, natural disasters such as fire, flood, storm, pest infestation or earth movement, or for acts of the public or of trespassers, or for any change resulting from any prudent action taken by the Trust under emergency conditions to prevent, abate, or mitigate significant injury to the Preserve resulting from such causes.

9.4. This instrument sets forth the entire agreement of the Parties with respect to the Preserve and supersedes all prior discussions, negotiations, understandings, or agreements between the Parties relating to this Easement and the Preserve, all of which are merged herein.
9.5. In the event that any of the provisions contained in this Easement are declared invalid or unenforceable in the future by a court of competent jurisdiction, all remaining provisions shall remain in effect.

9.6. The Parties shall maintain their own insurance on the Preserve, which shall include general liability and property insurance coverage.

9.6.1. To the extent of its comparative liability, each party agrees to indemnify, 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, attorneys' 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.

9.6.2. In the event of any concurrent act or omission of the Parties, each party hereto 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.

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

9.6.4. Nothing herein shall be interpreted to preclude a party hereto from asserting any defense against liability, including, but not limited to, pursuant to RCW 4.24.200 and 4.24.210.

9.7. The County has right of first refusal to purchase the entire Preserve in fee simple if the LIHT dissolves, bankrupts, or for any reason the preserve is to be sold.

9.8. The County is exempt from local government taxes. The Trust shall be solely liable for paying such taxes as the County shall assess against the Trust. Nothing herein shall be interpreted to preclude the Trust from enrolling or maintaining the Preserve in any current use taxation status or obtaining an exemption from any such taxes.
9.9. Notice to the County shall be to the registered agent of the County, who until further notice shall be:

Director
Whatcom County Parks & Recreation Department
3373 Mount Baker Highway
Bellingham WA 98226
Phone: (360) 778-5850

9.10. Notice to the Trust shall be to:

Executive Director
Lummi Island Heritage Trust
P.O. Box 158
Lummi Island, WA 98262
Phone: (360) 758-7997

IN WITNESS WHEREOF, the Lummi Island Heritage Trust has executed this Conservation and Public Access Easement this ____ day of ______________, 2016 and the County has executed this agreement this ____ day of ______________, 2016.

Lummi Island Heritage Trust

__________________________________________

Whatcom County

__________________________________________

Jack Louws, County Executive

STATE OF WASHINGTON) )ss.
COUNTY OF WHATCOM)

On this ____ day of ______________, 2016, before me personally appeared
__________________________________________ to me known to be the ______________ of the Lummi Island Heritage Trust 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 ___________
STATE OF WASHINGTON) )ss.
COUNTY OF WHATCOM)

On this _____ day of ______________, 2016, before me personally appeared Jack Louws 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.

________________________________________
NOTARY PUBLIC in and for the State of Washington residing at ______________.

My commission expires ____________

Michael McFarlane, Director

APPROVED AS TO LEGAL FORM

[Signature]
Senior Deputy Prosecuting Attorney
Exhibit A
Legal Description

PARCEL A:
ALL OF GOVERNMENT LOT 2 IN SECTION 24, TOWNSHIP 37 NORTH, RANGE 1 EAST OF W.M., EXCEPT THAT PORTION DEEDED TO WHATCOM COUNTY FOR ROAD PURPOSES UNDER AUDITOR'S FILE NO. 997383, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL B:
GOVERNMENT LOT 3 AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 1 EAST OF W.M., TOGETHER WITH ALL TIDE AND SHORE LANDS OF THE SECOND CLASS SITUATED IN FRONT OF, ADJACENT TO, AND UPON THAT PORTION OF THE GOVERNMENT MEANDER LINE OF LOT 3, SAID SECTION 24, DESCRIBED AS FOLLOWS: BEGINNING AT THE MEANDER CORNER TO FRACTIONAL SECTIONS 24 AND 25; THENCE NORTH 24 1/2° WEST 30 CHAINS; THENCE NORTH 14°00'00" EAST 2.5 CHAINS; THENCE NORTH 20°00'00" WEST 3 CHAINS; THENCE SOUTH 62°00'00" WEST 4 CHAINS, TO INITIAL POINT OF THIS DESCRIPTION; THENCE SOUTH 9°00'00" EAST 8 CHAINS; THENCE NORTH 56 1/2° WEST 11 CHAINS, BEING A TOTAL FRONTAGE OF 19 CHAINS ON SAID LOT 3, AS SHOWN BY THE GOVERNMENT FIELD NOTES OF THE MEANDER LINE OF SAID LOT.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

Below depiction for illustrative purposes:

![Diagram of parcel descriptions]

Aiston Preserve Conservation & Access Easement

Page 8 of 7
### WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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### TITLE OF DOCUMENT:
Approval to Purchase Light Bars and Accessories

### ATTACHMENTS:
Memos from Finance and Public Works

### SEPA review required: ( ) Yes ( x ) NO
SEPA review completed? ( ) Yes ( x ) NO

Should Clerk schedule a hearing? ( ) Yes ( x ) NO

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Public Works is requesting approval to purchase Light Bars and Accessories for 2016 using the Washington State Contract #08213 (expires 04/30/2017). The vendors are Carson Manufacturing Company, Code 3, Soundoff Signal, Star Headlight & Lantern Co., and Whelen Engineering Co. Light bars and accessories are purchased on an as needed basis and the total expenditure for light bars and accessories will not exceed $150,000.00. This is a regularly budgeted expenditure.

### COMMITTEE ACTION:

### COUNCIL ACTION:

Related County Contract #:  
Related File Numbers:  
Ordinance or Resolution Number:  

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
DATE: January 13, 2016
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Approval to Purchase Light Bars and Accessories

- Background & Purpose
Public Works is requesting approval to use the Washington State Contract #08213 (expires 04/30/2017) for the purchase of light bars and accessories. These items are used on the Sheriff’s Department vehicles, and the units are used regularly to maintain safety on our county roads and to comply with state regulations regarding traffic control.

The State Contract has been awarded to multiple vendors:
- Carson Manufacturing Company, Inc.
- Code 3, Inc.
- Soundoff Signal
- Star Headlight & Lantern Company, Inc.
- Whelen Engineering Company

Light bars and accessories are purchased on an as needed basis and expenditures in 2016 will not exceed $150,000.00.

- Funding
This is a regularly budgeted item and funds exist in the current budget. I concur with this recommendation.

[Signature]
AS Finance Manager

Approved as recommended:

____________________________
County Executive

____________________________
Date of Council Action
MEMORANDUM

To: Brad Bennett, AS Finance Manager
Through: Jon Hutchings, Public Works Director
From: Eric L. Schlehuber, PW Equipment Services Manager
Date: December 18, 2015
Re: Washington State Contract 08213 (Emergency Light Bars, Sirens, and Related Accessories)

- Requested Action
After researching costs for assorted vehicle public safety vehicle lighting system (light bars and lighting related accessories), I am requesting Executive and Council approval to purchase the following equipment as needed from the Washington State Bid Procurement List through December 31, 2016 (current state contract term is for the period of 4/9/2015 through 4/30/2017):

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<th>STATE CONTRACT NUMBER</th>
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<td>April 30, 2017</td>
<td>$150,000</td>
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- Background and Purpose
The Sheriff’s Department uses these units on their vehicles to provide safety for county personnel and citizens. These units are used regularly to maintain safety on our county roads and to comply with state regulations regarding traffic control. Units will provide much needed visibility and are a safety reminder. These units were approved in the Equipment Rental and Revolving Capital Equipment 2015-2016 Budget.

- Funding Amount and Source
These are regularly budgeted expenditures for light bars and accessories, which are used on an annual basis as needed and have been budgeted during the 2015-2016 budget process. Expenditures were $9,361 for 2013, $67,365 for 2014, and $84,936 for year to date 2015.

- Recommendation
Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the January 26, 2016 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 6405, if you have any questions or concerns.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:** Approval to Purchase Waterborne Traffic Line Paint

**ATTACHMENTS:** Memos from Finance and Public Works

**SEPA review required** ( ) Yes ( x ) NO  
**SEPA review completed?** ( ) Yes ( x ) NO  
**Should Clerk schedule a hearing?** ( ) Yes ( x ) NO  
**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Public Works is requesting approval to purchase Waterborne Traffic Line Paint for 2016 using the Washington State Contract #07609 (expires 01/26/2017). The vendor is Alpine Products. Paint is purchased on an as needed basis and the total expenditure for traffic line paint from all approved sources will not exceed $500,000.00 in 2016. This is a regularly budgeted expenditure.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
DATE: January 13, 2016
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Approval to Purchase Waterborne Traffic Line Paint

- **Background & Purpose**
Public Works is requesting approval to use the Washington State Contract #07609 (expires 01/26/2017) for the purchase of waterborne traffic line paint. The vendor is Alpine Products, Inc., and traffic line paint is purchased on an as-needed basis.

Due to past supplier issues for traffic line paint, Public Works may request additional approvals to purchase from alternate sources via Interlocal Agreements with other counties. Expenditures from all approved sources will not exceed $500,000.00 in 2016.

- **Funding**
This is a regularly budgeted item and funds exist in the current budget. I concur with this recommendation.

Approved as recommended:

County Executive

Date of Council Action

AS Finance Manager
DEPARTMENT

Jon Hutchings
Director

EQUIPMENT SERVICES DIVISION
901 W. Smith Road
Bellingham, WA 98226-9610
Phone (360) 778-6400
Fax (360) 778-6401
Eric L. Schlehuber, Division Manager

MEMORANDUM

To: Brad Bennett, AS Finance Manager
Through: Jon Hutchings, Public Works Director
From: Eric L. Schlehuber, Public Works Equipment Services Manager
Jeff Gallen, Public Works Maintenance & Operations Superintendent
Date: December 10, 2015
Re: Washington State Contract 07609 (Waterborne Traffic Line Paint)

Requested Action
I am requesting Executive and Council approval to purchase the following material as needed from the Washington State Bid Procurement List through December 31, 2016 (current state contract term covers the period of 1/27/2010 through 01/26/2017; final term ending date is 01/27/2017).

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>STATE CONTRACT #</th>
<th>EXPIRATION DATE</th>
<th>NOT TO EXCEED ANNUAL EXPENDITURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waterborne Traffic Marking Paint</td>
<td>07609</td>
<td>January 26, 2017</td>
<td>$500,000.00</td>
</tr>
</tbody>
</table>

This state contract has been awarded to Ennis Paint, Inc.; subcontractor for political subdivisions is Alpine Products, Inc., located in Auburn, Washington.

Due to potential supplier issues we had in 2010 and 2011, we are requesting multiple vendor sources for waterborne traffic line paint. Combined purchases through the Washington State Bid Procurement List (Alpine Products, Inc.), Interlocal Agreement with Lewis County (Sherwin Williams, Inc.), and Interlocal Agreement with Pierce County (Ennis Paint, Inc.) are anticipated to not exceed $500,000.00.

Background and Purpose
Public Works Maintenance & Operations Division uses these materials regularly as part of the road maintenance program. This agreement is for the purpose of providing waterborne traffic marking line paint throughout the year to be used on county road maintenance and road projects as needed.

Funding Amount and Source
These are regularly budgeted expenditures for material, which is used on an annual basis as needed and has been budgeted during the 2015-2016 Budget process. Combined vendor expenditures for 2014 were $368,112 and the 2015 year-to-date expenditures have been $439,161.

Recommendation
Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the January 26, 2016 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 6405 or Jeff Gallen at extension 6419 if you have any questions or concerns.

Enclosures
Title of Document: Contract with Michael Bobbink Land Use Services, Inc. for hearing examiner services

Attachments:
1. Contract
2. Memo

SEPA review required? ( ) Yes (x) No
SEPA review completed? ( ) Yes (x) No

Should Clerk schedule a hearing? ( ) Yes (x) No
Requested Date: 

Summary Statement or Legal Notice Language: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The contractor shall perform the following hearing examiner duties in accordance with Whatcom County Code:
- Review applicable ordinances, statutes, and files in preparation for public hearing.
- Preside over the hearing. Set the order of the testimony and ensure that all relevant material is included in the hearing record. Interrogate staff members and witnesses when appropriate.
- Conduct field inspections and examiner the property which is the subject of the hearing, when appropriate.
- Review the facts and the applicable ordinances and statutes to determine whether the standards requisite for issuance of a permit have been met.
- Review administrative determinations appeal to the Hearing Examiner to ensure that the ordinances were correctly applied by the administrator, and that the facts were correctly determined.
- Prepare all written recommendations and decisions of applications for land use permits and administrative appeals within the time frame outlined in the Whatcom County Code.

Committee Action: 
Council Action: 

Related County Contract #: 
Related File Numbers: 
Ordinance or Resolution Number:
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Marina Engels, Deputy Clerk of the Council
RE: Contract for hearing examiner services
DATE: January 14, 2016

Enclosed are two (2) originals of a professional services contract between Whatcom County and Michael Bobbink Land Use Services, Inc. for your review and signature.

- **Background and Purpose**
  Michael Bobbink, dba Michael Bobbink Land Use Services, Inc. was the sole respondent to Whatcom County's Request for Proposals (RFP) for hearing examiner services. He has served as Whatcom County's hearing examiner for the last twenty years.

- **Funding Amount and Source**
  Funding for this contract is included in the Hearing Examiner's 2016 budget at the current rate. Mr. Bobbink is not asking for an increase in compensation from the rate in his current contract.

- **Differences from Previous Contract**
  The terms of the contract are the same as the previous contract with the exception of the expiration date. This contract also contains a clause regarding Major Project Permit Applications. The County reserves the right to negotiate the assignment of major project permit applications outside of any contract resulting from the RFP.

Please contact Dana Brown-Davis at extension 5015 if you have any questions or concerns regarding the terms of this agreement,

Encl.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Dana Brown-Davis</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Michael Bobbink Land Use Services, Inc.</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**

Yes [x] No [ ]

**If not, is this an Amendment or Renewal to an Existing Contract?**

Yes [x] No [ ]

**Amendment or Renewal, (per WCC 3.08.100 (a))**

Original Contract #: [ ]

**Does contract require Council Approval?**

Yes [x] No [ ]

If No, include WCC:

(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**Is this a grant agreement?**

Yes [x] No [ ]

If yes, grantor agency contract number(s):

**CFDA#:** [ ]

**Is this contract grant funded?**

Yes [x] No [ ]

If yes, Whatcom County grant contract number(s):

**Cost Center:** 1600

**Is this the result of a RFP or Bid process?**

Yes [x] No [ ]

If yes, RFP and Bid number(s): 15-78

**Contract Amount:** $88783.32

**This Amendment Amount:** [ ]

**Total Amended Amount:** [ ]

**Summary of Scope:**

The contractor shall perform the following hearing examiner duties in accordance with Whatcom County Code:

- Review applicable ordinances, statutes, and files in preparation for public hearing.
- Preside over the hearing. Set the order of the testimony and ensure that all relevant material is included in the hearing record. Interrogate staff members and witnesses when appropriate.
- Conduct field inspections and examine the property which is the subject of the hearing, when appropriate.
- Review the facts and the applicable ordinances and statutes to determine whether the standards requisite for issuance of a permit have been met.
- Review administrative determinations appeal to the Hearing Examiner to ensure that the ordinances were correctly applied by the administrator, and that the facts were correctly determined.
- Prepare all written recommendations and decisions of applications for land use permits and administrative appeals within the time frame outlined in the Whatcom County Code.

**Term of Contract:** 1 year

**Expiration Date:** 12/31/2016

**Contract Routing:**

1. Prepared by: Marina Engels
   Date: 1/13/16
2. Attorney signoff: [Initial]
   Date: 1/13/16
3. AS Finance reviewed:
   Date: 1/15/14
4. IT reviewed (if IT related):
   Date: 7/1/14

V2.0
<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>5. Contractor signed:</td>
<td>Date: <strong>1-19-14</strong></td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td>Date: <strong>1-15-14</strong></td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td></td>
</tr>
<tr>
<td>8. Executive signed:</td>
<td></td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td></td>
</tr>
</tbody>
</table>
CONTRACT FOR SERVICES AGREEMENT
Hearing Examiner Services
Michael Bobbink Land Use Services, Inc.

Michael Bobbink, dba Michael Bobbink Land Use Services, Inc., hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 2 to 7
- Exhibit A (Scope of Work), pp. 8
- Exhibit B (Compensation), pp. 9

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

The term of this Agreement shall commence on the 1st day of January 2016, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December 2016.

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

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $88,783.32. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of __________ , 2016.

CONTRACTOR:
Michael Bobbink Land Use Services, Inc.

Michael Bobbink, Owner

STATE OF WASHINGTON )
COUNTY OF Whatcom ) ss.

On this 17th day of January, 2016, before me personally appeared Michael Bobbink, to me known to be the Owner (title) of Michael Bobbink Land Use Services, Inc. (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Suzanne M. Mildner
NOTARY PUBLIC in and for the State of Washington, residing at

My commission expires 12-31-18

Contract for Services Agreement
Michael Bobbink Land Use Services, Inc.

V2.0
STATE OF WASHINGTON
COUNTY OF WHATCOM

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

NOTARY PUBLIC in and for the State of Washington, residing at

__________________________________________

My commission expires ____________________

CONTRACTOR INFORMATION:

Michael Bobbink Land Use Services, Inc.
Michael Bobbink, Owner
528 Clark Road
Bellingham, WA 98225
360.734.9690
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

11.1 Termination for Default: Not Applicable

11.2 Termination for Reduction in Funding: Not Applicable

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

23.1 **Labor Standards:** Not Applicable

**Series 30-39: Provisions Related to Administration of Agreement**

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

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

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

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

30.3 **No Guarantee of Employment:**
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 **Patent/Copyright Infringement:** Not Applicable

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

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

34.1 **Proof of Insurance:** Not Applicable

34.2 **Industrial Insurance Waiver:** Not Applicable

34.3 **Defense & Indemnity Agreement:** Not Applicable

Contract for Services Agreement
Michael Bobbink Land Use Services, Inc.
35.1 **Non-Discrimination in Employment:**
The County’s policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

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

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

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

36.1 **Waiver of Noncompetition:** Not Applicable

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

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

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

Whatcom County Council Chair  
311 Grand Ave., Suite 105  
Bellingham, WA 98225

37.2 **Notice:** Not Applicable

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

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

38.3 **E-Verify:** Not Applicable

Contract for Services Agreement  
Michael Bobbink Land Use Services, Inc.
40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

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

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

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

d. Arbitration: Not Applicable

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
(SCOPE OF WORK)

The contractor shall perform the following hearing examiner duties in accordance with Whatcom County Code:

- Review applicable ordinances, statutes, and files in preparation for public hearing.
- Preside over the hearing. Set the order of the testimony and ensure that all relevant material is included in the hearing record. Interrogate staff members and witnesses when appropriate.
- Conduct field inspections and examine the property which is the subject of the hearing, when appropriate.
- Review the facts and the applicable ordinances and statutes to determine whether the standards requisite for issuance of a permit have been met.
- Review administrative determinations appeal to the Hearing Examiner to ensure that the ordinances were correctly applied by the administrator, and that the facts were correctly determined.
- Prepare all written recommendations and decisions of applications for land use permits and administrative appeals within the time frame outlined in the Whatcom County Code.

The County reserves the right to negotiate the assignment of major project permit applications outside of this contract.
EXHIBIT "B"
(COMPENSATION)

In consideration of the services performed under the terms of this contract, the contractor shall be paid Seven Thousand Three Hundred Ninety Eight Dollars and Sixty One Cents ($7,398.61) per month for a total not to exceed Eighty Eight Thousand Seven Hundred Eighty Three Dollars and Thirty Two Cents ($88,783.32) to the end of the contract date of December 31, 2016.

Billing Procedures: The contractor shall submit written claims on a monthly basis for reimbursement of services provided unless otherwise approved in writing by the County. It is agreed that the contractor shall be paid for his services within 30 days of receipt of the monthly claim and upon determination of accuracy. Monthly claims are to be submitted to the Clerk of the Council.
**TITLE OF DOCUMENT:** Economic Development Investment Program – Interlocal Loan and Grant Agreement with Port of Bellingham

**ATTACHMENTS:** Memorandum; Interlocal Loan and Grant Agreement

---

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

On October 13th, 2015, the County Council approved the EDI Board’s funding recommendation in support of a $2,000,000 loan and a $1,000,000 grant to the Port of Bellingham for use towards their project entitled All American Marine Expansion. Attached is the Interlocal Loan and Grant Agreement between the County and the Port of Bellingham that outlines the terms of this agreement.

We respectfully request the Council’s approval for the County Executive to execute this Interlocal Agreement.

---

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

---

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO: Whatcom County Council members
FROM: Jack Louws, County Executive
RE: EDI Program - Interlocal Loan & Grant Agreement with The Port of Bellingham
DATE: January 12, 2016

Enclosed are two (2) originals of an Interlocal Loan and Grant Agreement between Whatcom County and the Port of Bellingham for your review and approval.

- Background and Purpose

On October 13, 2015, the Council adopted the EDI Board’s recommendation to provide funding through the EDI Program for the Port of Bellingham’s All American Marine Expansion project.

This loan and grant agreement is being presented to you now for approval. Once approved, we respectfully request your authorization for the County Executive to execute this agreement.

- Funding Amount and Source

Initially, $1,000,000 will be drawn from the EDI Program’s grant program, followed by $2,000,000 which will be drawn from the EDI Program’s loan program. This program funding is derived from the Public Utilities Improvement Fund.

Please contact me with any questions or concerns regarding the terms of this agreement.

Enclosures
Originating Department: County Executive  
Contract or Grant Administrator: Suzanne Mildner, Grant Coordinator  
Contractor’s / Agency Name: Port of Bellingham

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>Is this a New Contract?</td>
<td>No</td>
</tr>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td></td>
</tr>
<tr>
<td>Yes ☑ No □</td>
<td></td>
</tr>
<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
<td></td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>No</td>
</tr>
<tr>
<td>If No, include WCC:</td>
<td></td>
</tr>
<tr>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
<td></td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>No</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s):</td>
<td></td>
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Summary of Scope: Interlocal Loan and Grant Agreement with the Port of Bellingham utilizing EDI Program funding (from the Public Utilities Improvement Fund) for use in the Port's All American Marine Expansion project.

Term of Contract: 20 years  
Expiration Date: 12/31/2036

Contract Routing:
1. Prepared by: SM  
2. Attorney signoff: Daniel L. Gibson  
3. AS Finance reviewed:  
4. IT reviewed (if IT related):  
5. Contractor signed:  
6. Submitted to Exec.:  
7. Council approved (if necessary):  
8. Executive signed:  
9. Original to Council:  

Date: 10/23/15  
Date: 6/1/16  
Date: 1/12/16  
Date: 1/12/16  
Date: 1/12/16  
Date: 1/14/16

Last Edited: 060414
Interlocal Loan & Grant Agreement between
Whatcom County and the Port of Bellingham

Counter Original

Whatcom County
Contract No.
201601011

Economic Development Investment Program
Interlocal Loan & Grant Agreement

I PARTIES

This Agreement is made by and between Whatcom County (hereinafter referred to as the County), and the Port of Bellingham (hereinafter referred to as the Port).

II TERM

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, Subsection C, REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section VIII, TERMINATION.

III PURPOSE

The purpose of this Agreement is to provide funding support for the All American Marine Expansion Project (hereinafter referred to as the Project) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment C), together with Project modifications as outlined in the Scope Modification Request (Attachment D).

IV RECITALS

The Parties make this Agreement based on and in recognition of certain relevant facts and circumstances including:

A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.

B. The Port will construct the Project. The Project will be partially funded by a $2,000,000 loan from the Whatcom County Public Utilities Improvement Fund, a $1,000,000 grant from the Whatcom County Public Utilities Improvement Fund, and the balance of the Project will be funded by the Port of Bellingham, the State of Washington, and other sources as outlined in Attachment C. The Project improvements, when complete, will be owned and maintained by Port of Bellingham.
C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and Port facilities in the state of Washington.

E. The County has created the EDI Board to review applications for loans and grants from the Public Utilities Improvement Fund and to make recommendations for Public Utilities Improvement Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.

F. The EDI Board has reviewed the application for Public Utilities Improvement Funds and has recommended approval to the Whatcom County Council.

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a loan in the amount of $2,000,000.00 and a grant in the amount of $1,000,000, for a total of $3,000,000. A copy of the EDI application for this project, as well as the approved Scope Modification request, is attached by reference to this Agreement.

H. The Whatcom County Council reviewed the recommendation, as well as the Scope Modification request, and approved a loan to the Port from the Public Utilities Improvement Fund in the amount of $2,000,000, and a grant to the Port from the Public Utilities Improvement Fund in the amount of $1,000,000.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested loan and grant to the Project.

J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

V MUTUAL CONSIDERATION

The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County’s financial support for the Project. The terms and conditions contained herein reflect the voluntary participation of the parties.

A. PORT OF BELLINGHAM RESPONSIBILITIES: The Port hereby agrees as follows:
If after the award of the construction contract, the scope of the Project or the Project budget has changed, the Port shall provide the County the following updated documents: 1) a detailed description of the project; 2) a project budget itemizing major improvements together with the estimated cost of the improvements; and 3) a schedule showing sources and uses of funding for the project, if any of the aforementioned documents varies from those that were submitted with the Port’s application for EDI funding.

The Port shall be responsible for all aspects of the design and construction of the project.

The Port shall be responsible for all aspects of the public works construction contract administration, which shall include, but not be limited to, advertising, bidding, and awarding the contract. The Port will comply with all applicable laws, rules and regulations relating to bidding the project. The County shall have no responsibility for the Project other than the funding set forth herein.

The Port shall provide the County with a final report showing the actual cost of the project and the actual sources and uses of funding for the project.

The Port shall repay the loan in full in accordance with the terms of Section V.C below and the amortization schedule set forth in Attachment A, attached hereto.

B. WHATCOM COUNTY’S RESPONSIBILITIES: The County hereby agrees as follows:

(i) COUNTY LOAN—The County shall loan Two Million Dollars and Zero Cents ($2,000,000.00) for the Project described herein (the “Loan”). This Loan shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the Port, available upon written request after approval and execution of this agreement by the Whatcom County Council and the Port, and pursuant to the terms contained in (iii) Payout of Loan and Grant Funding.

(ii) COUNTY GRANT—The County shall issue a grant to the Port for up to One Million Dollars and Zero Cents ($1,000,000.00) for the Project described herein. This grant shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the Port upon approval of this agreement by the Whatcom County Council and the Port, and pursuant to the terms contained in (iii), Payout of Loan and Grant Funding, below.

(iii) PAYOUT OF LOAN AND GRANT FUNDING—The County shall pay out the loan and grant funding to the Port up to a maximum of Three Million Dollars and Zero Cents ($3,000,000.00) of the total project costs. This amount shall be paid in accordance with Attachment B, attached hereto. Disbursements of grant and loan funding shall be made contingent upon and subject to the continued commitment of the other project funding sources.

(iv) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. The Port agrees to protect the County from, hold
it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.

C. REPAYMENT OF COUNTY LOAN—The Port shall repay the Loan as follows:

(i) The term of the Loan shall be twenty years, commencing from the date that the County disburses the Loan proceeds to the Port. Interest shall accrue on the unpaid principal at a rate of 1% per annum. Interest shall begin accruing from the date of disbursement of loan funds.

(ii) The Port will make loan payments to the County annually on or before the anniversary date of receiving loan proceeds in accordance with the attached amortization schedule (Attachment A). Loan payments must be delivered to the Whatcom County Executive Dept., Suite 108, 311 Grand Avenue, Bellingham, WA 98225.

(iii) Failure to make the payment in the required amount by the date it is due according to the amortization schedule hereto attached shall constitute an event of default by the Port. In the event that the Port fails timely to make a Loan payment hereunder, the County shall notify the Port of the failure and the Port shall have fourteen (14) days to cure its failure. At the option of the County, such an event of default and the Port's failure to cure within the stated time period is a sufficient basis upon which the County may take action to collect the amount that is delinquent, and if the County takes action to collect pursuant to this provision, the Port shall pay to the County not only the amount owing, but also any collection of reasonable costs incurred by the County. Furthermore, if the Port fails to make a payment on the Loan within thirty (30) days of the date it is due, and if the County has provided the Port with the notice provided for in this section, then the County may choose to declare the remaining balance of the loan due and owing.

(iv) There is no prepayment penalty should the Port desire to retire this debt early, either in whole or in part.

VI RECORDS, REPORTS AND AUDITS

The Port agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the Port in the undertaking of a project of this nature. All Port records pertaining to this Agreement and the Project work shall be retained by the Port for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the Port which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.
VII RELATIONSHIP OF PARTIES AND AGENTS

Neither the Port nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the Port. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The Port represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the project described herein. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the Port in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

VIII TERMINATION

If the Port fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

A. TERMINATION FOR CAUSE— If the Port fails to comply with the terms and conditions of this Agreement, the County will give notice to the Port in writing of its failure to comply. The Port will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the Port into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the Port and a failure by the Port to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the Port may take such remedial actions under the law as are available to cure the default, including specific performance.

B. TERMINATION FOR OTHER GROUNDS—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

IX COMPLIANCE WITH LAWS

The County and the Port shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.
X INTEREST OF MEMBERS OF THE COUNTY AND THE PORT

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

XI HOLD HARMLESS AND INDEMNITY

To the extent permitted by law, the Port shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgments which result from the activities to be performed by the Port, its agents, employees, or subcontractors pursuant to this Agreement.

XII ASSIGNABILITY

The Port shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County therefor, provided, however, that claims for money by the Port from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the Port.

XIII NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this 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.

XIV CONTRACT MODIFICATIONS

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the Port.

XV SEVERABILITY

If any Portion of this Agreement is changed per mutual agreement or any Portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

XVI NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO PORT:    Dodd Snodgrass, Economic Development Specialist
             Port of Bellingham
             1801 Roeder Avenue
             Bellingham, WA 98225
TO COUNTY: Brad Bennett, Finance Manager  
c/o Whatcom County Executive's Office  
311 Grand Avenue, Suite 108  
Bellingham, WA 98225

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

XVII INTEGRATION

This Agreement contains all terms and conditions to which the County and the Port agreed, and this Agreement superseded all of their previous understandings and agreements, written and oral, with respect to this loan and grant transaction. There are no other oral or written agreements between the Port and County as to the loan and grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

XVIII GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

XIX RECORDING

Upon execution of this agreement by the parties hereto, the County shall cause it to be recorded with the Whatcom County Auditor, or otherwise published pursuant to the requirement contained within RCW 39.34.040.

***************

IN WITNESS WHEREOF, the County and the Port have executed this Agreement as of the date and year last written below.

EXECUTED, this _____ day of ____________________, 2016, for the PORT OF BELLINGHAM:

____________________________
Rob Fix, Executive Director
STATE OF WASHINGTON  )
COUNTY OF Whatcom  ) ss.

On this __________ day of __________________, 2016, before me personally appeared ROB FIX, to me known to be the Executive Director of the Port of Bellingham 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 ________________________.

EXECUTED, this ______ day of ________________, 2016, for WHATCOM COUNTY:

Approved: Accepted for Whatcom County:

Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  ) ss

On this _______ day of __________________, 2016, before me personally appeared JACK LOUWS, to me known to be the COUNTY EXECUTIVE of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Approved as to form:

[Signature] Daniel L. Gibson 01/12/16
Chief Civil Deputy Prosecutor Date

Interlocal Loan & Grant Agreement between
Whatcom County and the Port of Bellingham

Page 8 of 8
## WHATCOM COUNTY
EDI Loan Port of Bellingham
All American Marine Expansion Project

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Port of Bellingham loan amort 20 yr all american marine

1/12/2016 9:14 AM
Attachment B

Port of Bellingham – All American Marine Expansion Project
Loan and Grant Draw Down Requirements

The $1,000,000.00 grant funding will be disbursed prior to any loan funding, as follows:

The Port of Bellingham will send invoices for project expenses to Whatcom County Executive’s Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. Invoices will include copies of receipts. Funds will be made available by warrant within 30 days following receipt of invoice and are for reimbursement of project expenses only. The request for grant funds should reference the Whatcom County assigned interlocal agreement number.

The $2,000,000.00 loan will be disbursed as follows:

Following the disbursement of all grant funds, the loan funds will be made available for application to the project by warrant within 30 days of receipt of written request from Rob Fix, Executive Director of the Port of Bellingham, and sent to the Whatcom County Executive’s office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. The request will include the full loan amount ($2,000,000.00), and a reference to the contract number assigned to this Interlocal Agreement. Repayment of the loan will begin one year from the disbursement date and follow the schedule noted in Attachment A.
EDI Program Technical Advisory Committee (TAC)
Funding Application Assessment

Applicant: Port of Bellingham
Project Title: All American Marine Expansion
Amount Requested: $2,000,000 Loan, $1,000,000 Grant
TAC Meeting Date: August 24, 2015 (Due to last-minute schedule changes only one TAC member was able to attend, so it was decided that the application would be reviewed by each member separately, outside the meeting. Two TAC members scored the application.)

Scorers: Jeff Callender, Pinky Vargas.

Scoring: Each TAC member used the Northwest Economic Council EDI Technical Advisory Committee Project Scoring Sheet, and the following is the average of the two sets of scores, by category:

- Economic Impact: 28.5 out of a maximum 33 points
- Environment & Quality of Life: 10.5 / 15
- Safety & Public Support: 7 / 9
- Fiscal Considerations: 12.5 / 15
- Project Readiness: 10.5 / 12
- Bonus Points: 100 / 100 (Build It and Jobs Will Come)
- Bonus Points: 50 / 100 (Loan/Grant Combination)
- TOTAL: 219 / 284

The score of 219 places the application in the "compelling" range (170 to 284), which means that funding for this proposal should be strongly considered.

Comments: Because each reviewer scored the application separately there was no discussion, and therefore, no comments were generated.
Whatcom County
Economic Development
Investment Program
Application for Funding

PORT OF BELLINGHAM
ALL AMERICAN MARINE EXPANSION PROJECT

Jack Louws, Whatcom County Executive
Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Preliminary Information and Application

Note: The intent of this Program is to be consistent with State law, RCW 82.14.370

1. Who is eligible to apply: Local general or special-purpose governments and higher education.

2. What projects are covered: Construction of publically-owned infrastructure, facilities, and related improvements, which enable or encourage the creation or retention of private sector businesses and jobs in Whatcom County consistent with EDI Program Policy Objectives.

3. What activities are fundable: New construction, refurbishment, replacement, rehabilitation, renovation or repair. Demolition is allowable if tied to construction. Soft costs allowed within scope of construction budget. No land acquisition except right-of-way included in a construction project.

4. What can you use the funds for: Transportation (roads, bridges, rail), utility services (water, sewer, storm, energy, telecom) and public buildings or structures.

5. Other Limitations: Planning/feasibility only projects are not eligible. Minimum local match is 10% of EDI request. EDI Board will make recommendations to the County Council which makes the final decision.

Preferential Project Types

First Preference – “JOBS IN HAND PROJECTS” – These types of projects will allow for the immediate creation and/or retention of jobs by providing public infrastructure that directly supports jobs. A perfect example would be a private business that will build or move into a facility and hire employees if a road is built or if water/sewer lines are extended to the site. These types of proposals would include a commitment by the private sector employer to create jobs and provide private investment.

Second Preference – “BUILD IT AND JOBS WILL COME PROJECTS” – These types of projects will construct public infrastructure but are not associated with a specific commitment from a private business to locate and/or create jobs. A perfect example would be the construction of roads and utility infrastructure to serve a new business park that would benefit multiple businesses.

Third Preference – COMMUNITY ENHANCEMENT PROJECTS” – These types of projects generally improve the physical appearance or create community assets to enhance the business climate. Examples would be boardwalk, streetscaping, downtown structures, and other publicly-owned facilities that make a community or region more attractive to existing or future businesses.
Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Preferential Project Terms

First Preference – EDI LOAN – Due to the preferred revolving nature of EDI funds, proposals that are loan only will receive higher scoring. Loan terms and interest rate structure matches the Public Works Trust Fund program. The county will maintain discretion to modify such as including a deferral period.

Second Preference – LOAN/GRANT COMBINATION – The preferred combination of grant funds and loan funds is 1/3 grant, 2/3 loan.

Third Preference – EDI GRANT – Due to the “one-shot” nature of grants, projects of equal scoring requesting a grant only will be scored lower than another similar project requesting a loan/grant mix.

Preferential* Project Amounts (Guidelines)

JOBS IN HAND PROJECTS - $1,000,000 limit if grant only. $2,000,000 limit if combination of grant and loan. $3,000,000 limit if loan only.

BUILD IT AND JOBS WILL COME PROJECTS - $500,000 limit if grant only. $1,000,000 limit if combination of grant and loan. $1,500,000 limit if loan only.

COMMUNITY ENHANCEMENT PROJECTS - $250,000 limit if grant only. $500,000 limit if combination of grant and loan. $750,000 limit if loan only.

*Based on compelling reasons, the EDI Board and County Council may consider exceptions.

Past Performance

Have you received EDI Program funding in the past?  X Yes _________ No

If yes, provide project name and EDI grant/loan awarded: Wood Stone $500,000 loan, Index Industries $200,000 grant/$500,000 loan, “C” Street Terminal $1 million grant/$2 million loan

If yes, EDI Program staff and/or the EDI Board may conduct an audit to review performance measures against projected outcomes, such as job creation projections.

Has your jurisdiction received any audit findings from the Washington State Auditor in the past 10 years? _________ Yes;  X No. If yes, provide details:

Last Updated: 11/18/13
THRESHOLD PROJECT CRITERIA

Evidence of Planning

YES NO
X ________
X ________

Project included on an adopted regional economic strategy ("CEDS" list).
Project included in the applicant’s Comprehensive Plan.
Project included in the applicant’s Capital Expenditure Plan or adopted budget.

COMMENTS: The project is listed in the 2015 CEDS and included in the Port’s Comprehensive Scheme of Harbor Improvements.

THRESHOLD PROJECT SCORING

POINTS

Preferential Project Type

10________

X Jobs In Hand

_____ Build It And Jobs Will Come

_____ Community Enhancement

10 points

5 points

2 points

5__________

Preferential Project Terms

_____ Loan Only

X Loan/Grant

_____ Grant Only

10 points

5 points

2 points

0__________

Preferential Project Amounts

_____ Within Dollar Limits

X Outside Preferred Dollar Limits

5 points

0 points

15__________

TOTAL POINTS

To proceed to other parts of the application and to receive EDI Board review, a proposed project must score 10 or more points on the above section.
Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

PROJECT APPLICANT

Applicant Name: Port of Bellingham
Applicant Address: 1801 Roeder Ave. Bellingham, WA 98225
Applicant Contact Person: Dodd Snodgrass
Applicant Email and Phone Number: dodds@portofbellingham.com, 676-2500

PROJECT TITLE

All American Marine Expansion Project

PROJECT AMOUNT REQUESTED

$3,000,000 EDI TOTAL (Loan $2,000,000; Grant $1,000,000)
$4,527,083 Local Match (10% of EDI request minimum)

PROJECT TYPE

X Jobs In Hand ___ Build It And Jobs Will Come ___ Community Enhancement

PROJECT TERMS

___ Loan Only X Grant/Loan ___ Grant Only If a loan, term requested: 20 (years)

PROJECT LOCATION: 207 Harris Ave, Bellingham

Last Updated: 11/18/13
The Port is seeking $3 million in EDI funding ($1 million grant/$2 million loan) as partial support toward a new 39,000 sq. ft. production facility the Port will lease to All American Marine, the region’s premier manufacturer of high speed and innovative aluminum passenger ferries, excursion vessels and workboats. The project also reconfigures portions of the 14.5 acre Harris Avenue Shipyard master plan area to additionally benefit Puglia Engineering dba Fairhaven Shipyard and its 100 person workforce. All American Marine will add 27 living wage jobs to its current roster of 43 employees. The median wage of $27/hr exceeds the county median wage of $19/hr. The total project costs $9.5 million. The balance will be funded through a $2 million application to the state Community Economic Revitalization Board, and Port capital funds or GO bonds issued by the Port.

All American Marine has outgrown its present 20,000 square foot building. The configuration is poorly designed for the vessels it needs to construct. As the company has increased its ability to bid and construct more complex vessels it has drawn more attention from potential larger boat operators. The present facility is geared to building boats under 100’ long and under 35’ wide. The company is partnering in this building project with the Port to expand and make more efficient its capability to build larger vessels, and to effectively have a continued presence within the larger vessel marketplace. The new facility will provide better production flow and its siting orientation will allow more efficient water access. The Port and All American looked at other options for the project including retrofitting the current building. But those scenarios did not markedly improve the company’s production process, nor benefit the shipyard area for the cost involved.

All American extends direct economic benefits to Whatcom County. The company uses over 290 local vendors and suppliers, who provide additional jobs and wages in the economy. All American pays local sales and B&O taxes. As the company grows and builds larger and more expensive vessels it will pay more local taxes. The company is an anchor for many other marine trades businesses in the area.

Engineering design is underway for the project. The permitting process is not complex. The anticipated start of construction is January 2016 and the facility will be operational in August 2016. For All American to meet demand for contacts for larger vessels the Port must meet this schedule.

This project is a result of several years of negotiations between the Port, All American and Puglia. It is a complex transaction. All American executed a Memorandum of Understanding with the Port on June 16, 2015 that provides the foundation for this project to proceed. A key private decision remaining is Fairhaven Shipyard agreeing to vacate Warehouse #9. A lease amendment is also required with the Shipyard. In addition, a final lease must be negotiated with All American and project costs need to be acceptable at the 30% and 60% design steps. Securing EDI funding is an important condition in the MOU as it will keep the project costs manageable and support a lease payment the business can afford.

As a "jobs-in-hand" project this is an optimal use of EDI funds. The project retains and grows a key marine trades employer in Bellingham that pays living wages. Without the support of EDI and the state CERB funding the project costs would be difficult to meet, and the employer has indicated he would likely move the jobs out of the county.
Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

BASIC PROJECT INFORMATION

1. Complete the public project budget and status of funds below. If EDI funds are approved is funding 100% complete? __Yes X No

The Port is applying to the state CERB program for gap financing. The decision on this source will be made on September 17. The Port anticipates being competitive for this fund given the quality of the project.

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
<th>Planned/Applied For</th>
<th>Secured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Dollars</td>
<td>$0</td>
<td>Yes ___ No X</td>
<td>Yes ___ No</td>
</tr>
<tr>
<td>State Dollars (CERB)</td>
<td>$2,000,000</td>
<td>Yes X No ___</td>
<td>Yes ___ No X</td>
</tr>
<tr>
<td>Local Dollars</td>
<td>$4,527,083</td>
<td>Yes X No ___</td>
<td>Yes ___ No X</td>
</tr>
<tr>
<td>EDI Funding</td>
<td>$3,000,000</td>
<td>Yes X No ___</td>
<td>Yes ___ No X</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$9,527,083</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Describe the amount of outside (private) funding committed to the project (eg. Plant and equipment).

All American Marine will be moving existing equipment currently valued over $1,000,000. This equipment consists of a variety of different items such as compressors, welding machines, argon delivery systems, various types of saws, office equipment. Additionally, All American Marine plans to install new equipment totaling $775,000, which includes an overhead crane system. The new equipment is partially funded by a federal grant. The company will also spend $200,000-$500,000 in moving expenses to the new building.

3. Describe the public infrastructure being proposed. Include engineering estimates and a site map detailing the proposed improvements as Attachments A and B.

Construction of a 39,000 square foot pre-engineered steel building on a 2-acre site, with 3 hangar-style doors and including a main fabrication area in 3 bays, and all related on-site improvements including parking. The project also includes: (1) Fire sprinkler system throughout, (2) minimal heating, lighting & power to most of the building (3) electrical system upgrades required for relocating the overhead 3-phase power to underground, (4) re-service to the Arrowac Building, and the new building service, (4) site grading, base and paving, (5) new storm drainage and treatment system, (6) rerouting all water mains, fire lines, sanitary sewer main, fuel line, and HTCI & phone lines, and (7) demolition of the existing Warehouse #9 building and concrete floor. The exact project elements will be refined through the final design process.

4. Describe how these improvements will enhance or encourage community vitality and stimulate other private development in the area.

The project retains and expands All American Marine, a significant local boat manufacturer and Port tenant. Significantly, without this project All American’s growth will be stifled and the owner has indicated he would likely relocate the company out of the county. All American’s employment is

Last Updated: 11/18/13
currently 43, but ranges up to 50. This project will allow All American to add an additional 27 living wage jobs. The median wage will be $27/hr, which is well over the county median wage of $19/hr.

Puglia Engineering, dba Fairhaven Shipyard, which leases much of the Harris Avenue Shipyard area will also benefit from the project. Some of Puglia’s operation will be vacating Warehouse #9, which will be demolished for the new building, and Puglia will then occupy All American’s former building.

The project will help consolidate operations for more efficient use of the 14.5 acre master plan area. All American and Puglia also share a marine railway. The Port is also replacing the wooden section of the aged shipyard pier, at a cost of $8 million, which directly benefits Puglia. On average the Shipyard employs 100 skilled workers paying an average wage of $27/hr. The pier project allows the Shipyard to maintain current levels of employment.

The Port’s Fairhaven District, which includes the Shipyard and Fairhaven Marine Industrial Park, represent a good concentration of marine business in Bellingham. There is also synergy with the C Street marine trades area and Squalicum Harbor, where several vendors of All American’s are located.

All American’s local impact extends beyond high wages. As a custom vessel builder, All American Marine deals with a large array of vendors and suppliers. Of 650 vendors and supplies based in Washington 292 are in Whatcom County. Over the last ten years, All American Marine has spent approximately $4,608,000 to Whatcom County businesses, 20% of what the company procures statewide. These expenditures create additional jobs and incomes locally.

Both All American Marine and its local suppliers/vendors pay Washington State and Bellingham Business and Occupation tax. Over the last ten years, $460,000 has been generated in Washington State B&O taxes by All American Marine sales plus the amount of sales made to All American Marine by its Bellingham/Whatcom County suppliers. Similarly, All American Marine sales plus the amount of sales made to All American Marine by its Bellingham/Whatcom County suppliers has generated $160,000 in B&O tax for the City of Bellingham. All American Marine has paid out approximately $150,000 in personal property taxes and Port of Bellingham leasehold taxes over the last ten years.

5. List all permits and environmental reviews required for the public project and detail their status (completed, in-process, etc.)

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>In Process</td>
<td>2014</td>
</tr>
<tr>
<td>Environmental Permits (apply)</td>
<td>In Process</td>
<td>8/15</td>
</tr>
<tr>
<td>Environmental Review</td>
<td>In Process</td>
<td>9/15</td>
</tr>
<tr>
<td>Design Engineering</td>
<td>6/16</td>
<td>10/15</td>
</tr>
<tr>
<td>Right-of-Way</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Bid Documents</td>
<td></td>
<td>11/15</td>
</tr>
<tr>
<td>Construction Permits</td>
<td></td>
<td>12/15</td>
</tr>
<tr>
<td>Award Construction Contract</td>
<td></td>
<td>12/15</td>
</tr>
<tr>
<td>Begin Construction</td>
<td></td>
<td>1/16</td>
</tr>
<tr>
<td>Project Operational</td>
<td></td>
<td>8/16</td>
</tr>
</tbody>
</table>

Last Updated: 11/18/13
**Whatcom County Economic Development Investment (EDI) Program**  
*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

6. Are any other public jurisdictions involved in this project? If so, in what way?

City of Bellingham – SEPA review, shoreline, building, mechanical and electric permits

7. Who will maintain the public facility/infrastructure to be completed with EDI funds? Will this project impact utility rates within the jurisdiction?

The Port will own the building it will lease to All American. As a condition of its lease All American will be responsible for ongoing operations and maintenance of the facility. Utility rates will not be affected.

8. Will this project directly generate a revenue stream that could be used to repay an EDI loan? Will this project spur indirect revenues that could be used to repay an EDI loan? If no to either question – why?

Yes. The Port is negotiating an initial 25 year lease and 20 year renewal with All American. Repayment of the $2 million EDI loan will be secured by the rental stream and other operating funds generated by Port real estate. The Port will repay the EDI loan over 20 years. The project does not spur indirect revenues for repayment.

9. What other revenue sources are available for this project and have they been considered. This includes forming a Local Improvement District (LID or ULID), issuing Councilmanic Bonds, Revenue Bonds, or other source(s).

The Port is applying to the State Community Economic Revitalization Board (CERB) for the maximum award of $2 million. The balance of the project cost, about $4.5 million, will be paid by Port capital funds or potentially G.O. bonds issued by the Port. Tenant lease revenue, operating funds generated by the Port’s real estate division and taxes paying service on G.O. bonds will provide debt service.

10. Describe the private development project that will be supported by this public facility project. If there is a committed private sector partner include Contingency Agreement (Attachment C).

Since its inception in 1987 All American Marine has built over 100 aluminum boats. In the early days, All American’s mainstay was monohull commercial fishing vessels. In 1999, All American seized the opportunity to move into the high-tech catamaran business through an exclusive partnership with a New Zealand naval architecture firm Teknicraft Design. Today, All American is recognized globally as a leader in the construction of aluminum catamaran hydrofoil-assisted vessels.

Over the years, All American’s success in building high quality has earned recognition and repeat business both within the public and private sectors. All American has successfully won several government contracts, providing vessels for the National Oceanic and Atmospheric Administration and the U.S. Army Corps of Engineers in addition to multiple municipal contracts with transit agencies such as King County Ferry District and Kitsap Transit. All American has also served private passenger vessel tour operators and recreational vessel owners from all over the country.
Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

The future for All American is bright and the technology offered by the company is clearly distinguishable from the competition. With All American's exclusive rights to the Teknicraft Design signature hydrofoil-assisted hull design, All American can sell vessels that help pay for themselves. The hydrofoil displaces approximately one-third of the vessel's weight, which in turn reduces water being displaced by the hull and results in a smaller wake wash. This design allows the vessel to use one-third less horsepower and one-third less fuel than a conventional catamaran. Furthermore, when compared to similarly sized monohull vessels, All American catamarans consume about half of the fuel.

All American's vessels have been confirmed as producing some of the lowest levels of wake energy within their tested class. It was All American's design that was chosen through a nationwide study to be specifically engineered for a new class of ultra-low wake energy vessels. All American, with collaboration from global partners, engineered and delivered the Rich Passage 1 as the first ultra-low wake passenger ferry. Since the successful delivery of this vessel, All American has continued to receive global interest for future new construction projects.

All American Marine is also gearing up to pursue a new niche market segment. Over the last 5 years, the U.S. has been moving towards the development of offshore wind farms as a source of renewable energy. Europe has greatly invested in offshore wind farms and has served as a global model. The aluminum catamaran hull has become the vessel of choice for nearly all European offshore wind farms. Fleets of over 100 catamarans have been built to support the farms in Europe. With the development of many new offshore wind farms planned for the U.S. and All American's access to a proven wind farm catamaran support vessel design, All American is anticipating double digit growth from this emerging market segment.

11. Explain why the private development requires the proposed public improvement(s).

All American Marine has outgrown its 20,000 square foot L-shaped building it has occupied since 2002. The configuration is poorly designed for the vessels it needs to construct. As the company has increased its ability to bid and construct more complex vessels it has drawn more attention from potential larger boat operators. There is a lot of demand to replace a large number of aging U.S. Coast Guard "K-Class" vessels. To date, the company has built two larger K-Class vessels and currently has a third on backlog order. For the company to be competitive in this market it needs to ease the constraints it has with its present production facilities. The present facility is geared to building boats under 100' long and under 35' wide. Thus the company is partnering in this building project with the Port to expand and make more efficient its capability to build larger vessels, and to effectively have a continued presence within the larger vessel marketplace. The new facility will provide better production flow and its sitting orientation will allow more efficient water access.

12. What is the status of the associated private development review and permits. List all permits required and give the current status (applied for, being reviewed, issued). N/A

13. Describe the type of industry or economic activity the public development will attract. What is the strategy to attract industry to the project site?

This is a "Jobs In Hand" project. Construction of the new building will directly support existing jobs at All American and allow the addition of new hires.
14. List the number of projected jobs, by type, to be retained and/or created by the private entity.

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Current Jobs Retained** (In FTEs)</th>
<th># Of Jobs Created Year 1 (In FTEs)</th>
<th># Of Jobs Created by Year 5 (In FTEs)</th>
<th>Hourly Wage of current or new position</th>
<th>Local Occupational Hourly Wages***</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mgmt./Admin*</td>
<td>3</td>
<td></td>
<td></td>
<td>$108,250</td>
<td>N/A</td>
</tr>
<tr>
<td>Technical/Prof</td>
<td>5</td>
<td>1</td>
<td>3</td>
<td>$35</td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>$23</td>
<td></td>
</tr>
<tr>
<td>Production (job floor support)</td>
<td>5</td>
<td></td>
<td></td>
<td>$17</td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$30</td>
<td>$15-$33 ($25)</td>
</tr>
<tr>
<td>Skilled Crafts</td>
<td>28</td>
<td>7</td>
<td>21</td>
<td>$25</td>
<td>$16-$22 ($19)</td>
</tr>
<tr>
<td>Others</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>43</td>
<td>10</td>
<td>27</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* Indicate Management positions in annual salary.

** Retained jobs are defined as jobs that would otherwise be lost from the county without this project.

*** Data from ESD, Occupational Wage Estimates. 25th to 75th percentile range (avg). Sales in manufacturing and welders job categories

Projected annual gross payroll for all job classifications: $4,500,000 (with addition of new jobs).

Describe fringe benefits the company offers to regular full time employees (health insurance, retirement plans, etc.)

All American provides a benefit package valued at $2 to $7/hr. These benefits generally consist of group health insurance, group life insurance, 401(k) matching contributions, paid personal time off, paid holidays, bereavement leave, jury duty pay, educational and training assistance and tool allowances.

15. How does this project support the economy of Whatcom County and how does it fit into a county-wide economic development strategy?

Maritime Trades is a target sector in the Port’s countywide economic development strategy. From a manufacturing and business operation’s perspective, Bellingham and the region has served as a home to boat and ship building companies for more than 100 years. This is particularly true in the Fairhaven District of Bellingham where All American Marine, Fairhaven Shipyard, Northwest Marine Industries and Seaview Boats Fairhaven are located. The community has long-established and newer companies, existing manufacturing infrastructure, a network of local suppliers and repair shops, an experienced and
Whatcom County Economic Development Investment (EDI) Program
Revolver Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

skilled workforce and supportive workforce, higher education and economic development organizations. The Port of Bellingham uniquely provides maritime real estate and marina space and economic development support.

16. What will the effect of this project be on the natural environment — does the project address any issues related to public health, pollution, or quality of life?

All American’s innovations are not only restricted to the hull design. All American is very sensitive to the environmental impact of their designs and boat building process. Production takes place in a clean and environmentally controlled facility. The new facility will allow All American to continue fabrication using the latest advancements in welding ventilation, fabrication climate control, and paint process containment. All American is also encouraging customers to explore new environmentally friendly coatings such as exterior vinyl sheet goods in lieu of heavy paint. Exterior grade vinyl is lighter and more UV stable than paint. All American also utilizes LED lighting to lower power consumption requirements and lightweight materials are utilized in each and every system and structural component to mitigate increased fuel consumption associated with heavy vessel displacement.

17. Does this project address any existing issues related to public safety and/or does it increase public safety in the future or address a potential future public safety issue?

The fabrication building will be a safer building for the company’s employees by virtue of being a new and modernly equipped facility. The reconfiguration of the shared parking area will improve safety as the shipyard has a lot of commercial traffic.

18. Describe specific quantifiable measures of the outcomes, other than purely jobs, that will demonstrate project success. Describe how you will measure this and explain what you expect to show as progress toward the outcome.

With a larger, modern fabrication building All American will increase contract activity and sales to a wider variety of customers. The overall site will benefit by deconstructing buildings and reassigning Puglia Engineering to consolidate its business operation. Parking will be redesigned to benefit both tenants. Success will be evidenced by more efficient and harmonious business activity within the Shipyard.
Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

Application for Funding – Certification

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO WHATCOM COUNTY FOR INVESTMENTS IN ECONOMIC DEVELOPMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of Responsible Public Official: ___________________________ Date 7/23/15
Rob Fix
Executive Director
Whatcom County Economic Development Investment (EDI) Program
Rovolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

ATTACHMENT A
Engineering Costs
Attachment A

Engineering Estimates: All American Marine Expansion Project

<table>
<thead>
<tr>
<th>Direct Costs</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building and Site</td>
<td>$6,457,213</td>
</tr>
<tr>
<td>Incl. Contractor Gen. Req’mts &amp; Mobilization</td>
<td></td>
</tr>
<tr>
<td>(10%) &amp; Overhead &amp; Profit (8%)</td>
<td></td>
</tr>
<tr>
<td>Tax</td>
<td>8.7% $561,778</td>
</tr>
<tr>
<td>Total Construction</td>
<td>$7,018,991</td>
</tr>
</tbody>
</table>

| In-Direct Costs:                                  |             |
| Feasibility Studies                              | $35,000     |
| A & E Design / Permitting Support                | 6.0% $400,356|
| Construction Mgmt. Support/ Inspections          | 2.0% $133,452|
| Port Costs: Admin. permits. W.O. utility coord.  | 0.5% $33,363 |
| Permit Fees: SEPA. Design Rev. Shoreline SDP. PW. Bldg | $76,000   |
| Fees: Traffic Impact                             | $75,174     |
| Total Indirect Costs                             | $753,345    |

TOTAL PROJECT COSTS w/o Contingency: $7,772,335

Contingencies on Construction (w/ tax): 25% $1,754,748

TOTAL W/ CONTINGENCY: $9,527,083

THIS IS A FEASIBILITY BASED OPINION OF PROBABLE COSTS USING LIMITED PRELIMINARY ARCHITECTURAL, CIVIL, MECHANICAL & ELECTRICAL EVALUATIONS.
Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

ATTACHMENT B
Project Maps
LOCATION MAP

PROJECT SITE

LATITUDE N48°43'12"
LONGITUDE 122°30'51"

Figure 1.1: Vicinity Map

SHIPYARD MASTER PLAN
201 HARRIS AVENUE

ADDRESS: PORT OF BELLINGHAM
1001 ROEDER AVENUE
BELLINGHAM, WA 98227-1677

PURPOSE: DEVELOPMENT PLAN TO MEET PRESENT AND FUTURE DEMAND FOR MULTI-TENANT SHIPYARD OPERATIONS

SEC. 02 T 37 N. RGE. 2E W.1.
FAIRHAVEN NEIGHBORHOOD,
CITY OF BELLINGHAM,
COUNTY OF WHATCOM,
STATE OF WASHINGTON

8/25/2014

PORT OF BELLINGHAM
WASHINGTON STATE
**Legend**

- Master Plan Site
- Structures to be Demolished
- Proposed Building
- Paved Pier Replacement
- Remove and Replace Access Walkways
- ±± ± Existing Fence

**Figure 5.4**

**Drawn By:** GAM

**Date:** 11/03/2014

- Joint shared use of parking areas to accommodate future job growth.
- Remove and replace access walkways.
- Replace warehouse 9 with structure designed for AM, Pugia leases fabrication blkg. & machine shop.
- Relocates tenants.
Whatcom County Economic Development Investment (EDI) Program
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ATTACHMENT C
Contingency Agreement
Attachment C

CONTINGENCY AGREEMENT

Port of Bellingham and All American Marine Inc.

1. PARTIES

The parties to this Agreement are the Port of Bellingham (Applicant) and All American, Inc. (Business)

2. PURPOSE

The purpose of this Agreement is to clarify the intentions of the parties regarding the completion of All American Marine Expansion Project. The project is the construction by the Applicant of a new fabrication building at 207 Harris Avenue, Bellingham to be leased to the Business.

3. BACKGROUND

The project includes construction of a 39,000 square foot pre-engineered steel building with 3 hangar-style doors and including a main fabrication area in 3 bays, and all related on-site improvements including parking. The project also includes: (1) Fire sprinkler system throughout, (2) minimal heating, lighting & power to most of the building (3) electrical system upgrades required for relocating the overhead 3-phase power to underground, (4) re-service to the Arrowac Building, and the new building service, (4) site grading, base and paving, (5) new storm drainage and treatment system, (6) rerouting all water mains, fire lines, sanitary sewer main, fuel line, and HTCI & phone lines, and (7) demolition of the existing Warehouse #9 building and concrete floor. The exact project elements will be refined through the final design process.

4. AGREEMENT

a) The Applicant agrees to construct the required public improvements providing that EDI financing is approved.

b) The Business projects the following number of permanent full-time jobs will be created in five years as a result of the public facilities project: 27 full-time jobs.

c) The Business estimates it will provide $1,775,000 initially in capital investment for plant and equipment.

d) The Business agrees to contact the WorkSource Whatcom Career Center for assistance in filling new positions.

e) The Business agrees to provide the applicant with employment and investment data as requested by the Whatcom County EDI program.

f) If Applicable, this section must also contain a list of any public and/or private contributions to the public facilities project, such as cash contribution or donated land.
5. **CONTINGENCY**

This Agreement is contingent upon receipt of EDI funds by the Applicant and is intended to meet the first level of convincing evidence of private development as required by EDI.

All parties must sign the Agreement.

---

**Port of Bellingham**

Rob Fxx  
Executive Director

---

**All-American Marine, Inc.**

Matt Mullett  
CEO
Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

EDI Technical Advisory Committee
PROJECT SCORING SHEET

<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>ECONOMIC IMPACT</strong></td>
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<td>Develops economic development infrastructure</td>
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<td>Retains or grows existing businesses</td>
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<td>Spurs additional private sector investment</td>
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<td>Will create new jobs</td>
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<td>Will retain existing jobs</td>
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<td>Provides above average wages</td>
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<td>Promotes community revitalization</td>
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<td>Will have significant local impact</td>
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<td>Will have significant regional impact</td>
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<td>Project will likely result in lasting benefit to the local community</td>
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<td>Project will likely result in lasting benefit to the regional community</td>
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<tr>
<td><strong>ENVIRONMENT AND QUALITY OF LIFE</strong></td>
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<td>Protects and/or improves the natural environment</td>
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<td>Supports the sustainable use of environmental resources</td>
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<td>Provides significant contribution to improved health or quality of life</td>
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<td>Will contribute to public safety, public health, or aesthetic improvements to community</td>
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<td>Reduces pollution – water, wastewater, or storm drainage</td>
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<td><strong>SAFETY AND PUBLIC SUPPORT</strong></td>
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<td>Project improves safety</td>
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<td>Project addresses a current safety issue</td>
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<td>Project is supported in approved local plans</td>
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<td><strong>FISCAL CONSIDERATIONS</strong></td>
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<tr>
<td>Project budget is well thought out and reasonable</td>
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<td>Match funds in hand and sufficient</td>
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<td>Is there a demonstrated need for financing</td>
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<td>Source of loan repayment demonstrated</td>
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<tr>
<td>Asking for both grant and loan</td>
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Last Updated: 11/18/13
Whatcom County Economic Development Investment (EDI) Program
Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs

**PROJECT SCORING**

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**PROJECT READINESS**

- Level of completion – engineering and design
- Detailed schedule provided
- Extent to which permits, approvals and other authorizations are met
- Time period over which private investment will occur and jobs created

**Total Number of Boxes Checked**

$\times 3 \quad \times 2 \quad \times 1$

**Multiplied By Associated Points**

**TOTAL SCORING POINTS**

**TOTAL OF ALL SCORING POINTS (Max 81, Mid 54 and Minimum 27)**

**Bonus Points:**

- Add: 100 points if Project is “Jobs In Hand”
- Add: 50 points if Project is “Build It and Jobs Will Come”
- Add: 25 points if Project is “Community Enhancement”

- Add: 100 points if Request is Loan Only
- Add: 50 points if Request is Loan/Grant Combination
- Add: 25 points if Request is Grant Only

**GRAND TOTAL OF ALL SCORING POINTS (Max 281, Mid 154, Minimum 77)**

**SCORING ASSESSMENT**

**Scoring Range of Points**

- 281 points to 170 points = Compelling Application – funding should be strongly considered
- 169 points to 125 points = Moderate Application – funding might be considered
- Less than 125 points = Weak Application – funding should not be considered

Last Updated: 11/18/13
Attachment D

All American Marine Expansion Project
Scope Modification Request for EDI Funding

To: Jack Louws, Whatcom County Executive
From: Rob Fix, Port of Bellingham Executive Director
Date: November 12, 2015

The Port of Bellingham (Port) and All American Marine (AAM) have renegotiated the company’s expansion project and are proposing to move the new building site to Hilton Avenue, northeast of Bornstein Seafood. This change was initiated with the loss of environmental clean-up funds, which impacted the AAM project in cost increases and delays jeopardizing the construction timeline required by the company. The new proposal is subject to Port of Bellingham Commission approval of a revised Memorandum of Understanding with AAM on 11/17/15. We are informing you so we can modify the change in scope in our EDI grant/loan contract document pending with the County.

This modification is a good development. Relocating the project site provides incremental benefits to AAM and Puglia Engineering (Puglia), the shipyard operator, compared to the EDI project approved by County Council.

Net Benefits of the New Site

- Removes site limitations that constrained expansion at the Fairhaven Shipyard site.
- Allows Puglia the ability to expand and potentially increase employment by utilizing the vacated AAM facility.
- Alleviates the need of shared parking between AAM, Puglia, Alaska Marine Highway, and Bellingham Cruise Terminal customers.
- Provides future expansion opportunity within the designated Marine Trades Area of the Waterfront District, and attract additional maritime business.
- Removes dependency on Puglia to launch vessels by using the existing boat launch in the Squalicum Marina.

Cost Difference

EDI Project Approved: $9.53 million
New Project Cost: $10.37 million

Ancillary buildings and boat launch modifications account for the cost increase. However the new location averts an additional $4 million that the Port was facing due to the loss of clean-up funds impact on the project. This cost ramification was presented to the County Finance Committee on 10/13/15.

The $3 million in EDI funds awarded will still be invested in the new AAM facility. AAM will pay the same rent structure and will include an additional 10,000 square feet of ancillary building space it will occupy.
Project Schedule for Completion

EDI Project Approved: August 2016
New Project Schedule: December 2016

EDI Project Description Approved

Construction of a 39,000 square foot pre-engineered steel building on a 2-acre site, with 3 hangar-style doors and including a main fabrication area in 3 bays, and all related on-site improvements including parking. The project also includes: (1) Fire sprinkler system throughout, (2) minimal heating, lighting & power to most of the building (3) electrical system upgrades required for relocating the overhead 3-phase power to underground, (4) re-service to the Arrowac Building, and the new building service, (4) site grading, base and paving, (5) new storm drainage and treatment system, (6) rerouting all water mains, fire lines, sanitary sewer main, fuel line, and HTCI & phone lines, and (7) demolition of the existing Warehouse #9 building and concrete floor. The exact project elements will be refined through the final design process.

Updated Project Description

Construction of a one story 40,000 square foot pre-engineered steel building on approximately 3-acres with a main fabrication area of 260' x 150' in 3 bays, and all related on-site improvements including parking. The building height will be approximately 60' with a sloping shed roof. The project includes the following ancillary buildings: 5,000 square foot shipping & receiving and 5,000 square foot material processing buildings. The project includes: (1) Fire sprinkler system throughout, (2) minimal heating, lighting & power, (3) site grading, base and paving, (4) new storm drainage and treatment system, (5) providing all water mains, fire lines, sanitary sewer main and phone lines. The exact project elements will be refined through the final design process.

We greatly appreciate the County’s support and investment of EDI funds in this project. We believe this project modification will yield greater economic development benefits for All American Marine and the Shipyard, as well as new marine trades business that will be attracted to the Hilton Avenue area with an anchor tenant.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tbody>
<tr>
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<td>Division Head:</td>
<td>PLR</td>
<td>01/13/2016</td>
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<td>01/26/2016</td>
<td>Finance / Council</td>
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<td>Executive:</td>
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**RECEIVED**
JAN 19 2016

WHATCOM COUNTY COUNCIL

**TITLE OF DOCUMENT:** Permit Tracking and Data Management Software Consultant

**ATTACHMENTS:**
1. Cover Memo
2. Contract Information Sheet
3. Contract for Services Agreement

**SEPA review required?** ( ) Yes ( X ) NO

**SEPA review completed?** ( ) Yes ( X ) NO

**Should Clerk schedule a hearing?** ( ) Yes ( X ) NO

**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Request approval for the County Executive to enter into an agreement between Whatcom County and SoftResources LLC in the amount of $85,115.00 for consulting services to assist with planning, requirements gathering, budgeting and development of a Request for Proposal (RFP) for a new permit tracking and data management system.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO: Jack Louws, County Executive  
Whatcom County Council

FROM: Perry Rice, IT Manager

CC: Sam Ryan, Director – Planning and Development Services  
Brian Johnson, IT Applications Supervisor

RE: Contract for Permit Tracking and Data Management Software Consultant

DATE: January 15, 2016

Enclosed for your consideration is the proposed agreement between Whatcom County and SoftResources LLC for consulting services to assist with the replacement of our current permit system.

- **Background and Purpose**

  Whatcom County Planning & Development Services and other departments have been using the Tidemark Advantage permit system from Acella since 1992. The software tracks over $124 million in permit valuation and helps to process over 5,000 permit applications per year. The software is at its end-of-life and is not fully supported by the vendor. It has become increasingly difficult for Information Technology to keep this critical county system operational.

  In recognition of the need to replace the current permit system and other systems, County Council approved the "Integrated Land Records and Permit Management System" Project Budget in the 2015 – 2016 Biennial Budget. This project budget is a joint integrated effort for land and infrastructure management departments and Information Technology to improve the land records geographic information system (GIS), implement software for stormwater asset maintenance, Web GIS and consulting to replace the permit system.

  SoftResources has been selected from RFP #15-60 to assist the county plan for the replacement of the current permit system following services:

  - Project Initiation and Planning
  - Technical Review, Workflow Analysis, and Requirements Analysis
  - Industry Survey, Budget and Implementation Strategy
  - Preparation of Request for Proposal (RFP) for New Permit System.
SoftResources will be working closely with Planning & Development Services, Public Works, Health, Assessor’s Office, Auditor’s Office, Information Technology and other stakeholders so the county is able to select software for the greatest integrated approach possible.

- **Funding Amount and Source**
  The amount of this agreement is $85,115.00. The source of funding is the Integrated Land Records and Permit Management System Project Budget approved in the 2015 – 2016 Biennial Budget.

Please contact Perry Rice at x5235 or Brian Johnson at x5245 if you have any questions or concerns regarding this agreement.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>AS - Information Technology (IT)</th>
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<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Permit System Replacement Project</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Perry Rice</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>SoftResources LLC</td>
</tr>
</tbody>
</table>

| Is this a New Contract? | Yes ☒ No ☐ If not, is this an Amendment or Renewal to an Existing Contract? | Yes ☐ No ☐ |
|------------------------|---------------------------------------------------------------------|

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<th>Does contract require Council Approval?</th>
<th>Yes ☒ No ☐</th>
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<th>Is this a grant agreement?</th>
<th>Yes ☐ No ☒</th>
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<th>Is this contract grant funded?</th>
<th>Yes ☐ No ☒</th>
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<th>Is this the result of a RFP or Bid process?</th>
<th>Yes ☒ No ☐</th>
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<tr>
<th>Is this agreement excluded from E-Verify?</th>
<th>No ☐ Yes ☒</th>
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**Contract Amount:** (sum of original contract amount and any prior amendments):

| $ 85,115.00 |

**This Amendment Amount:**

| $ |

**Total Amended Amount:**

| $ |

**Summary of Scope:**

Request approval for the County Executive to enter into an agreement between Whatcom County and SoftResources LLC in the amount of $85,115.00 for consulting services to assist with planning, requirements gathering, budgeting and development of a Request for Proposal (RFP) for a new permit tracking and data management system.

<table>
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<tr>
<th>Term of Contract:</th>
<th>11 Months</th>
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<tr>
<td>Expiration Date:</td>
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**Contract Routing:**

1. Prepared by: P. Rice
2. Attorney signoff:
3. AS Finance reviewed:
4. IT reviewed (if IT related):
5. Contractor signed:
6. Submitted to Exec.:
7. Council approved (if necessary):
8. Executive signed:
9. Original to Council:

Last edited 10/01/15
CONTRACT FOR SERVICES AGREEMENT
Permit Tracking and Data Management Software Consultant

SoftResources LLC, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 02 to 07,
- Exhibit A (Scope of Work), pp. 08 to 13,
- Exhibit B (Compensation), pp. 14 to 15,
- Exhibit C (Certificate of Insurance), pp. 16 to 24.

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

The term of this Agreement shall commence on the 1st day of February, 2016, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2016.

The general purpose or objective of this Agreement is to: assist with the development of a project plan, requirements, budget, implementation strategy and a Request for Proposal (RFP) leading to the replacement of our permit system, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $85,115.00. This is a fixed price contract with payments by milestones as identified in Exhibit B. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 15 day of January, 2016.

CONTRACTOR:

(SOFTRESOURCES LLC)

Spencer Arneson
Principal

STATE OF WASHINGTON )

COUNTY OF ____________________ ) ss.

On this __ day of _______, 20 __, before me personally appeared ______________ to me known to be the ______________ (title) of __________________ (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at ______________. My commission expires ______________.
WHATCOM COUNTY:
Recommended for Approval:

Planning & Development Services Director  Date

IT Manager  Date

Approved as to form:

Prosecuting Attorney  Date

Approved:
Accepted for Whatcom County:

By: __________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

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

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

CONTRACTOR INFORMATION:

SoftResources LLC
(Type in Name of Contractor/Firm)

Spencer Arnesen, Principal
(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address / Mailing Address:
11411 NE 124th Street, Suite 270
Kirkland, WA  98034

Contact Name: Spencer Arnesen

Contact Phone: (425) 216.4030

Contact Email: sarnesen@softresources.com

Contract for Services Agreement
Permit System Consultant

V2.0

Page 1
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience: Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

Contract for Services Agreement
Permit System Consultant
Page 2
v2.0

134
The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

Contract for Services Agreement
Permit System Consultant
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. Except for any tools, templates, information and other documents developed independently of this contract that CONTRACTOR uses for many different clients.

31.2 Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

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

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

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

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

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

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

For professional liability only. The total liability will be limited to $1,000,000 per occurrence.

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

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

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party. For Professional Liability ONLY (errors and omissions for the written reports and verbal counsel provided by consultant for this contract) total consultant liability will be limited to the Professional Liability insurance amount of $1 Million for the services provided in this contract.

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

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

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

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Perry Rice  
IT Manager  
Whatcom County - Division of Information Technology  
Contract for Services Agreement  
Permit System Consultant
37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

42.1 Disputes:

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

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

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

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
SoftResources will perform the following work plan for the County's project. The Work Plan is organized by phase along with associated tasks and deliverables. Some common tasks within different phases may be performed concurrently.

**Phase 1 – Project Initiation and Planning**

SoftResources will work with the County to set up the project. Key objectives are to ensure the project kicks off smoothly and all tasks and roles between SoftResources and the County are clearly defined and communicated.

**Estimated Timeline:** 2-3 weeks + Project Management through project completion

**1.1. Project Planning**

SoftResources will work with the County to establish and finalize the Project Plan that will govern the project. The following specific items will be addressed via teleconference:

a. **Team Introductions.** Conduct Project Team introductions and collect contact information.

b. **Project Planning.** Coordinate with the County to discuss and align expectations for the contracted scope of work, drivers and objectives, resource availability and constraints, and communications line. Refine the Project Plan that will detail the project schedule, milestones, deliverables, and responsibilities.

c. **Finalize Project Plan.** SoftResources will finalize the Project Plan and Schedule (based on our templates) and provide updated versions to the County throughout the project.

**1.2. Project Management**

SoftResources will manage the Project Plan and maintain project related communications and project status with the County via email and teleconference that will be provided on a monthly basis.

**1.3. Kickoff Presentation**

SoftResources will prepare a Kickoff Presentation to department leadership and department representatives that will provide an overview of the project, process, and the Permit Tracking and Data Management software market, potential new technology, project risk, etc. This presentation will be presented in PowerPoint format and a 1-2 hour on-site presentation by SoftResources.

**Deliverables:**
- Project Plan
- Status Updates
- Kickoff Presentation

**Phase 2 – Technical Review, Workflow Analysis, and Requirements Analysis**

SoftResources will assess the County’s current Tidemark Advantage system environment and Permit Tracking and Data Management processes through a series of on-site Interview Workshops to gather and identify the data/requirements for new software. We will also review Workflow and create the requirements that will be used in the software evaluation process.

**Estimated Timeline:** 6-8 Weeks
2.1. Pre-Interview Preparation

a. **Review Existing Documentation.** The purpose of this review is to gain an understanding of the County and its current Permit Tracking and Data Management environment. The type of documentation that supports this review may include: requirements data, organization charts, annual and strategic plans, current system diagrams, existing workflow documentation, commissioned reports, etc.

b. **Determine interview attendees.** SoftResources will work with the County to identify staff who should attend the interview workshops. Participants will include the County’s Project Team, stakeholders, executive management, IT, technical staff, department heads, key users, subject matter experts (SMEs), etc.

c. **Create Interview Schedule.** SoftResources has planned for three days of on-site interview sessions to gather and assess the County’s environment, system, processes and requirements. We will work with the County to develop and finalize the three-day Interview Schedule. The County can expect 12-18 workshops, each lasting 1-2 hours.

To allow for collaboration across the County, interview groups are scheduled by department (e.g., Planning and Development Services, Public Works, Health (Environmental), Assessor, Auditor, Finance, Information Technology, etc.) and by functional/module area (e.g., Land Management and Permitting, Inspections, Reporting, Code Enforcement, etc.).

d. **Prepare Interview Memo.** SoftResources will prepare an Interview Memo that will be used to invite County personnel to the interviews. The Memo offers thought provoking questions that help to prepare attendees to discuss their area of expertise and core responsibilities.

2.2. On-Site Interview Workshops

SoftResources will travel to Bellingham, Washington to conduct and facilitate three days of scheduled Interview Workshops. Using interactive-style interviewing, we will gather input and collect data about the County’s current system environment, processes and user needs as follows:

- Interview users to capture how the current system is used, strengths and weaknesses, functional and technical footprint requirements, vision for the next 5-10 years.
- Gather and document departmental processes for processing, tracking and reporting of land use and permit issuance tasks.
- Conduct discussions with IT staff to gather current system needs, vision and interface/integration needs.
- During the interview discussions there will be opportunities to provide educational insights into modern Permit Tracking and Data Management systems and industry best practices based on our experience.
- As needed, conduct follow up calls with personnel for clarification and additional details.

**Deliverables:** Interview Schedule  
Interview Memo  
On-site Interview Workshops

2.3. Technical Review and Key Requirements

SoftResources will develop the Key Functional and Technical Requirements document that will be used to conduct vendor analysis and in the RFP. SoftResources will perform the following:

a. **Technical Review.** SoftResources will review the technical environment at a high-level with the technical team during the requirements interviews and make a preliminary assessment of the infrastructure capabilities of the
County for permit software. This will be discussed verbally with the County and requirements will be incorporated in the Key Requirements document.

b. **Key Requirements Definition.** Using the data gathered during the interview Workshops, review of County documentation, and our experience, SoftResources will identify and prioritize the County’s key requirements in table format for technology, modules/functionality, implementation, business processes, and business needs. This Key Functional and Technical Requirements Document is purposefully kept to 5-10 pages to optimize the decision process. Requirements will be ranked: R=Required, I=Important, N=Nice to Have, or E=Explore.

c. **Finalize Key Requirements.** SoftResources will send the Key Functional and Technical Requirements document via email and conference call for feedback from the County. County input will be added to the document and the County will give final approval. This document will be used to conduct vendor analysis and in the RFP.

**Deliverable:** Key Functional and Technical Requirements Document

### 2.4. Workflow Analysis

SoftResources will review process maps that have already been developed by the County and will work with the County to revise or develop up to 40 as-is business process maps based on the Interview Workshops and processes identified by the County. SoftResources will then create an executive level business process review document in table format. Specifically, SoftResources will perform the following:

a. **Business Process Maps.** SoftResources will revise and create up to 40 as-is business process maps based on the Interview Workshops and processes identified by the County. The process maps will be presented to the County for review and SoftResources will finalize based on feedback from the County.

b. **Business Process Review.** SoftResources will identify key business processes that should be improved with the implementation of a new system based on SoftResources’ experience with similar clients and software vendors. This will be provided in table format. Please note that these will be high-level in nature at this stage of the project so the County can take advantage of the best practices inherent in the selected solution.

**Deliverable:** As-Is Workflow Maps (up to 40 As-Is Business Process Maps)

Business Process Review (Table Format)

### Phase 3 – Budget and Implementation Strategy

SoftResources will use our experience completing Permitting software evaluation projects with similar customers and make contact with some of the major vendors to gather preliminary estimated budget numbers for the County’s situation. We will also discuss the implementation strategy and develop the Permit Assessment Report.

**Estimate Timeline:** 6-8 weeks (Some of these activities will overlap Phase 2 on the timeline)

#### 3.1. Vendor List

SoftResources will create the Vendor List of potential Permit Tracking and Data Management vendors using the County’s key requirements and our experience.

**Deliverable:** Permit Software Vendor List

#### 3.2. Preliminary Budget

Contract for Services Agreement
Permit System Consultant

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SoftResources will use our recent experience (within the last 5 years) conducting multiple Permit software evaluation projects for similar clients to provide preliminary budget estimates for the project. This research will include a compilation of the following research and sources of information: 1) recent similar clients that selected Permit software, 2) Permit software vendor RFP responses for other projects, 3) conference calls with some of our contacts at the major Permit software vendors to gather high-level budget information, and 4) recent experience managing the implementation project of Permit software systems for clients. SoftResources will create a preliminary budget with estimated cost ranges for the cost components of on-premises software cost (software license, maintenance, and implementation) for the County.

Deliverable: Preliminary Budget

3.3. Implementation Strategy

Based on our experience managing permit software implementation projects, SoftResources will work with the Project Management Team to develop an implementation milestone list for procurement and implementation of the permit system at the County. The implementation strategy will also include a guideline for Whatcom County to estimate staff time needed for system administration and application/workflow maintenance post go live.

Deliverable: Implementation Milestone List
Technical Support Matrix

3.4. Permit System Assessment Report

SoftResources will compile the results of all of the deliverables into the Whatcom County Permit System Assessment Report and present to Whatcom County on-site and discuss the results of the analysis and next steps. At this time we expect the report to include the following, however, these may be adjusted based on the specific needs of Whatcom County:

- Executive Summary
- Key Functional and Technical Requirements
- As-Is Workflow Maps
- Business Process Review
- Permit Software Vendor List
- Preliminary Budget
- Implementation Milestone List
- Conclusions and Next Steps

Deliverable: Whatcom County Permit System Assessment Report

3.5. Executive Presentation

SoftResources will compile the information from the Whatcom County Permit System Assessment Report and will jointly create an executive level Powerpoint Presentation with County personnel. We will then make a presentation to the Whatcom County Executive’s Office and/or County Council on-site and discuss the results of the analysis and answer any questions.

Deliverable: On-site Executive Presentation (Powerpoint Format)
Phase 4 – Request for Proposal

SoftResources will work with the County to develop an RFP for Permit Tracking and Data Management software that can be sent to the vendors for completion.

Estimated Timeline: 3 weeks

4.1. Prepare RFP

SoftResources will prepare an RFP for Permit Tracking and Data Management Software. We will work with the County to make adjustments to the Key Functional and Technical Requirements Document to ensure the information that will be captured from the software vendors meets the County’s objectives. Specifically, SoftResources will do the following:

a. **Prepare RFP Draft.** Based on the County’s requirements and beginning with our forms-based RFP template we will prepare the RFP draft. We will work with the County to incorporate its purchasing requirements and include the final approved Key Functional and Technical Requirements document. The RFP is organized to allow for consistent and effective evaluation of vendor responses. Information requested includes: vendor information; cost for software, maintenance, implementation, and training; implementation methodology and team; vendor references; and other information pertinent to the software evaluation process.

b. **Review of RFP Draft.** Deliver the draft RFP via email and teleconference for review and feedback from the County. SoftResources will edit with County feedback and return the RFP to the County for final approval.

Deliverables: RFP for Software
Timeline Estimate for Whatcom Permit Tracking and Data Management Project

Please note that this timeline is an estimate and may be adjusted depending on the specific needs of Whatcom County.

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<thead>
<tr>
<th>Phase and Tasks</th>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Month 4</th>
<th>Month 5</th>
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<td>1 – Project Initiation and Planning</td>
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<td>1.3. Kickoff Presentation</td>
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<td>2 – Technical Review, Workflow Analysis and Requirements Analysis</td>
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<td>2.1. Pre-Interview Prep</td>
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<td>2.3. Technical Review and Key Requirements</td>
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<td>2.4. Workflow Analysis</td>
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<td>3 – Budget and Implementation Strategy</td>
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<td>3.1. Vendor List</td>
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<td>Milestones</td>
<td>Report</td>
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<td>3.2. Preliminary Budget</td>
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<td>4 – Request for Proposal</td>
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<td>4.1. Prepare RFP</td>
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SoftResources has provided a fixed fee proposal for the County’s project. SoftResources’ hourly rates are as follows:

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<tr>
<th>Personnel Level</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Principal/Director</td>
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<td>Manager</td>
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</tbody>
</table>

The following table summarizes the proposed fixed fees by phase. A detailed hour and fee spreadsheet is provided below. Please note that SoftResources has discounted the total fees by 10% by discounting the cost of 2 services (rather than changing all of the fees) in order to facilitate billing throughout the project.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Initiation and Planning</td>
<td>$14,500</td>
</tr>
<tr>
<td>2</td>
<td>Technical Review, Workflow Analysis and Requirements</td>
<td>$39,150</td>
</tr>
<tr>
<td></td>
<td>Analysis (Discounted)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Budget and Implementation Strategy (Discounted)</td>
<td>$23,065</td>
</tr>
<tr>
<td>4</td>
<td>Request for Proposal</td>
<td>$6,400</td>
</tr>
</tbody>
</table>

**Total Fixed Fees** $83,115  
**Fixed Expenses** $2,000  
**Total Fixed Fees and Expenses** $85,115

**Billing**

Billing of fees and expenses will occur on a monthly basis based on the tasks (1.1, 1.2, etc.) completed and associated fixed expenses incurred during the month. All invoices will be approved by the County Project Manager.
Exhibit B - Hour and Fee Estimate for Whatcom Permit Tracking and Data Management Project

<table>
<thead>
<tr>
<th>Work Performed by Phase</th>
<th>Project Manager</th>
<th>Project Consultant</th>
<th>Total Hours</th>
<th>Estimated Fees</th>
<th>Discounted Fees</th>
<th>Fixed Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 1 - Project Initiation and Planning</strong></td>
<td>$175</td>
<td>$150</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1. Project Planning</td>
<td>10</td>
<td>8</td>
<td>18</td>
<td>$2,950</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2. Project Management</td>
<td>24</td>
<td>8</td>
<td>32</td>
<td>5,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3. Kickoff Presentation</td>
<td>18</td>
<td>20</td>
<td>38</td>
<td>6,150</td>
<td></td>
<td>300</td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td>52</td>
<td>36</td>
<td>88</td>
<td>$14,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Phase 2 - Technical Review, Workflow Analysis and Requirements Analysis</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1. Pre-Interview Preparation</td>
<td>8</td>
<td>8</td>
<td>16</td>
<td>$2,600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2. On-site Interview Workshops (3 days on-site)</td>
<td>30</td>
<td>30</td>
<td>60</td>
<td>9,750</td>
<td></td>
<td>1,100</td>
</tr>
<tr>
<td>2.3. Technical Review and Key Requirements</td>
<td>20</td>
<td>22</td>
<td>42</td>
<td>6,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4. Workflow Analysis (Up to 40 As-Is Maps)</td>
<td>80</td>
<td>80</td>
<td>160</td>
<td>26,000</td>
<td>(6,000) = 20,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td>138</td>
<td>140</td>
<td>278</td>
<td>$45,150</td>
<td>$39,150</td>
<td></td>
</tr>
<tr>
<td><strong>Phase 3 - Budget and Implementation Strategy</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1. Vendor List</td>
<td>8</td>
<td>8</td>
<td>16</td>
<td>$2,600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2. Preliminary Budget</td>
<td>20</td>
<td>24</td>
<td>44</td>
<td>7,100</td>
<td>(3,235) = 3,065</td>
<td></td>
</tr>
<tr>
<td>3.3. Implementation Strategy</td>
<td>24</td>
<td>16</td>
<td>40</td>
<td>6,600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4. Permit Software Assessment Report</td>
<td>16</td>
<td>22</td>
<td>38</td>
<td>6,100</td>
<td></td>
<td>300</td>
</tr>
<tr>
<td>3.5. Executive Presentation</td>
<td>12</td>
<td>12</td>
<td>24</td>
<td>3,900</td>
<td></td>
<td>300</td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td>80</td>
<td>82</td>
<td>162</td>
<td>$26,300</td>
<td>$23,065</td>
<td></td>
</tr>
<tr>
<td><strong>Phase 4 - Request for Proposal</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1. Prepare RFP</td>
<td>16</td>
<td>24</td>
<td>40</td>
<td>$6,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td>16</td>
<td>24</td>
<td>40</td>
<td>$6,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Fixed Fees</strong></td>
<td>286</td>
<td>282</td>
<td>568</td>
<td>$92,350</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less Discount (10%)</td>
<td></td>
<td></td>
<td></td>
<td>(9,235)</td>
<td>$83,115</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fixed Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fixed Fees and Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$85,115</td>
<td></td>
</tr>
</tbody>
</table>

Contract for Services Agreement
Permit System Consultant

V2.0
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2015

EXHIBIT "C" (Certificate of Insurance)

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co., Insurance Brokers of California, Inc.
1601 Von Karrman Avenue, Suite 200
Irvine CA 92612

CONTACT
NAME: Ryan Skinner
PHONE: 949-349-9842
FAX: 949-349-9842
E-MAIL: ryan_skinner@gjg.com

INSURER\S AFFORDING COVERAGE
1. Ohio Casualty Insurance Company
   CERTIFICATE NUMBER: 1155422079
   REVISION NUMBER: 

CERTIFICATE NUMBER: 1155422079

REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the named insured above for the policy period indicated. notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>RANK</th>
<th>TYPE OF INSURANCE</th>
<th>NOS.</th>
<th>LOV</th>
<th>POLICY NUMBER</th>
<th>POLICY EXP</th>
<th>POLICY LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE</td>
<td>X</td>
<td>OCCUR</td>
<td>BK05021616</td>
<td>1/25/2015</td>
<td>1/25/2016</td>
</tr>
<tr>
<td></td>
<td>UBRELLA LIAB CLAIMS MADE</td>
<td>X</td>
<td></td>
<td>E505021516</td>
<td>1/25/2015</td>
<td>1/25/2016</td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td>BK05021518</td>
<td>1/25/2015</td>
<td>1/25/2016</td>
</tr>
<tr>
<td></td>
<td>WORKERS COMPENSATION</td>
<td></td>
<td></td>
<td>BG05021518</td>
<td>1/25/2015</td>
<td>1/25/2016</td>
</tr>
<tr>
<td>C</td>
<td>PROFESSIONAL LIABILITY</td>
<td></td>
<td></td>
<td>TK20083801</td>
<td>1/25/2015</td>
<td>1/25/2016</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Permit Tracking and Data Management Software Consultant
Whatcom County is named as additional insured on the above Commercial General Liability Policy per Form CG 88 10 04 13. Coverage is Primary and Non-Contributory and waiver of subrogation shall apply per written contract.

CERTIFICATE HOLDER CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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ACORD 25 (2014Q1)

The ACORD name and logo are registered marks of ACORD
COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**INDEX**

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<tr>
<th>SUBJECT</th>
<th>PAGE</th>
</tr>
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<tr>
<td>NON-OWNED WATERCRAFT</td>
<td>2</td>
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<tr>
<td>PROPERTY DAMAGE LIABILITY - ELEVATORS</td>
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<tr>
<td>EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)</td>
<td>2</td>
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<tr>
<td>MEDICAL PAYMENTS EXTENSION</td>
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<tr>
<td>EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B</td>
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<td>ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT</td>
<td>3</td>
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<tr>
<td>PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION</td>
<td>6</td>
</tr>
<tr>
<td>ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR &quot;LIMITS OF INSURANCE&quot;</td>
<td>6</td>
</tr>
<tr>
<td>WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES</td>
<td>6</td>
</tr>
<tr>
<td>NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES</td>
<td>7</td>
</tr>
<tr>
<td>FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES</td>
<td>7</td>
</tr>
<tr>
<td>KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT</td>
<td>7</td>
</tr>
<tr>
<td>LIBERALIZATION CLAUSE</td>
<td>7</td>
</tr>
<tr>
<td>BODILY INJURY REDEFINED</td>
<td>7</td>
</tr>
<tr>
<td>EXTENDED PROPERTY DAMAGE</td>
<td>8</td>
</tr>
<tr>
<td>WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU</td>
<td>8</td>
</tr>
</tbody>
</table>
With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:
   (a) Less than 52 feet long; and
   (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion J. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant’s Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
   a. The fourth from the last paragraph of exclusion J. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

(i) Premises rented to you for a period of 7 or fewer consecutive days; or
(ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.
b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premise:
   (1) While rented to you; or
   (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

8.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGE A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to $3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exca-
b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

d. We have no duty to defend or Indemnify an additional Insured under this endorsement until we receive written notice of a "suit" by the additional Insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE

WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and
advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES
Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
   d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES
Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT
Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any Insured shall not in itself constitute knowledge of the Insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE
If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED
Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
P. EXTENDED PROPERTY DAMAGE
Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8, Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and

2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.
TITLE OF DOCUMENT:
Custodial Agreement between Whatcom County and the South Fork Valley Community Association for the Operation of the Van Zandt Community Hall and Josh Vander Yacht Park

ATTACHMENTS:
Custodial Agreement

SEPA review required? ( ) Yes ( X ) No
SEPA review completed? ( ) Yes ( X ) No

Should Clerk schedule a hearing? ( ) Yes ( X ) No
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Whatcom County Parks & Recreation contracts for operation and scheduling of the Van Zandt Community Hall and Josh Vander Yacht Park with the South Fork Valley Community Association. Under the agreement, the Association schedules, prepares, and cleans the hall for public events and assists with the maintenance of Josh Vander Yacht Park. This arrangement is a cost effective method to allow use of the hall by the public while minimizing costs for the County. The County will reimburse the South Fork Valley Community Association $1,000 per year. This contract combines 2 previous contracts #201303002 and #200008016-1.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: #201303002 and #200008016-1
Related File Numbers:
Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Michael McFarlane, Director
DATE: January 19, 2016
RE: South Fork Valley Community Association
     For the Operation of the Van Zandt Community Hall and Josh VanderYacht Park

Enclosed are two (2) originals of a contract between Whatcom County Parks & Recreation and the South Fork Valley Community Association for your review and signature.

- **Background and Purpose**
  Whatcom County Parks & Recreation contracts for operation and scheduling of the Van Zandt Community Hall and Josh VanderYacht Park with the South Fork Valley Community Association. Under the agreement, the Association schedules, prepares, and cleans the hall for public events and assists with the maintenance of Josh VanderYacht Park. This arrangement is a cost effective method to allow use of the hall by the public while minimizing costs for the County.

- **Funding Amount and Source**
  The County pays the Association $1,000 annually. Funding is budgeted in the department’s operating budget. The Association is responsible for all other expenses and improvements for this agreement.

- **Differences from Previous Contract**
  This contract combines 2 previous contracts #201303002 and #20008016-1, however the responsibilities remain the same.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

**Originating Department:** Parks & Recreation  
**Contract or Grant Administrator:** Michael McFarlane  
**Contractor's / Agency Name:** South Fork Valley Community Association

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>Is this a New Contract?</td>
<td>Yes</td>
</tr>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
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<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #</td>
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<tr>
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<td>If yes, grantor agency contract number(s)</td>
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<td>CFDA #</td>
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<td>Is this contract grant funded?</td>
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<td>If, associated Whatcom County grant contract number(s)</td>
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<td>Is this the result of a RFP or Bid process?</td>
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<td>If yes, RFP and Bid number(s)</td>
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<td>Contract Cost Center:</td>
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<tr>
<td>Is this agreement excluded from E-Verify?</td>
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<tr>
<td>If yes, indicate exclusion(s) below:</td>
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<td>Professional services agreement for certified/licensed professional</td>
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<td>Contract less than $100,000.</td>
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<td>Contract for Commercial off the shelf items (COTS)</td>
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<td>Work related subcontract less than $25,000.</td>
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<td>Public Works - Local Agency/Federally Funded FHWA</td>
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<td>Interlocal Agreement (between Govt's)</td>
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<tr>
<td>$</td>
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</tr>
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**Summary of Scope:**

This contract is between Whatcom County and the South Fork Valley Community Association for the Operation of the Van Zandt Community Hall and Josh VanderYacht Park. This contract combines 2 previous contracts #201303002 and 200008016-1. The County will reimburse the South Fork Valley Community Association $1,000 per year in consideration for scheduling the Van Zandt Community Hall for the general public’s use, working with Hall users before and after events, making sure the Hall is kept clean and safe for public use and operating and maintaining Josh VanderYacht Park.

**Term of Contract:** 01/01/2015  
**Expiration Date:** 12/31/20

**Contract Routing:**

1. Prepared by:  
2. Attorney signed:  
3. AS Finance reviewed:  
4. IT reviewed if IT related:  
5. Contractor signed:  
6. Submitted to Exec Office:  
7. Council approved (if necessary):  
8. Executive signed:  
9. Original to Council:  

**Date:** 1/18/16  
**Date:** 1/18/16  
**Date:** 1/18/16  
**Date:** 1/18/16  
**Date:** 1/18/16  
**Date:** 1/18/16  
**Date:** 1/18/16  
**Date:** 1/18/16  
**Date:** 1/18/16  

159
CUSTODIAL AGREEMENT

BETWEEN WHATCOM COUNTY AND THE SOUTH FORK VALLEY COMMUNITY ASSOCIATION FOR OPERATION OF THE VAN ZANDT COMMUNITY HALL AND JOSH VANDERYACHT PARK

WHATCOM COUNTY, a municipal corporation, hereinafter referred to as the “COUNTY” and South Fork Valley Community Association, a 501C3 nonprofit service association, hereinafter referred to as the “ASSOCIATION”, hereby agree to the following terms:

WITNESSETH:

WHEREAS, the County owns approximately 2 acres and improvements located at 4106 Valley Highway, Deming WA known as the VanZandt Community Hall and Josh VanderYacht Park; and

WHEREAS, the Association desires to have use of the said property for community purposes and events; and

WHEREAS, the County and Association has had a long and successful relationship in the operation and maintenance of this property,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. ADMINISTRATION OF AGREEMENT:
The County hereby appoints and the Association accepts the Whatcom County Parks & Recreation Director hereinafter “Director”, or his designee, as the County’s representative for the purpose of administering the provisions of this Agreement, including the County’s right to receive and act on all reports and documents related to this Agreement, to request and receive additional information from the Association and to assess the general performance of the Association under the Agreement, and to administer any other right granted to the County under this Agreement. The County expressly reserves the right to terminate this Agreement as provided herein and also expressly reserves the right to commence civil action for the enforcement of the Agreement.

Section 2. PREMISES:
The County hereby makes available to the Association the use of the following described property for recreational and community activities scheduled by the Association and for its operation of its KAVZ radio station. The subject property is legally described in Exhibit “A” and attached hereto and incorporated herein by reference. The Association will make the Hall and grounds available to the public for a variety of activities including recreational, educational, social, ceremonial, political, informational and public service events. The Hall will be available on a first-come-first serve basis with users required to make reservations in advance. To defray operating and maintenance costs, a reasonable fee may be charged and retained by the Association for use of the Hall. Whatcom County reserves the right to reserve use of the Hall at no cost for County purposes.

Section 3. CONSIDERATION:
In consideration of scheduling and managing use of the Hall and Park by the public, Whatcom County agrees to pay the Association $1,000 annually.

Section 4. CONDITION OF PREMISIS:
The Association shall perform routine maintenance and will consult with the Director before undertaking significant alterations to the structure. The Association agrees to all costs for repair of damages to the premises incurred during the Association’s use of the premises. The Association agrees to return the premises to the County with all fixed improvements in adequate condition upon the termination or expiration of this Agreement. The Association will maintain the Center and grounds to the satisfaction of the County.

Section 5. TERM:
The term of this Agreement shall commence upon execution of the Agreement by the parties and shall terminate on December 31st, 2020. Upon satisfactory performance, the Association will be granted the option to renew this Agreement for an additional five year period.

Section 6. IMPROVEMENTS/EQUIPMENT:
The Association agrees to be responsible for and to bear the full cost of any additional improvements or equipment upon the premises and facilities thereon, including but not limited to construction, installation and maintenance of improvements and equipment. The Association may make improvements to the premises subject to the express written approval of the Director. The Association agrees to submit construction plans to the Director for his approval. The Association agrees to secure the necessary permits required for the improvements. The County reserves the right to require the ownership the fixed improvements to be deeded to the County upon expiration of the Agreement. The Association agrees that it shall pay all costs and expenses for work done and materials used for the construction of improvements or installation of equipment.
Section 7. MAINTENANCE:
The parties agree and understand that the County shall not have any obligation to perform ordinary or extraordinary maintenance on the premises or facilities therein. The parties agree that the Association may submit written requests to the Director for such work to be done. Upon such request, the County may provide maintenance service and the Association agrees to reimburse the County for the maintenance expense performed including, but not limited to, the cost of labor, materials and equipment used by the County. Within sixty (60) days of any maintenance performed, the County agrees to submit an itemized statement to the Association specifying the charges. The Association agrees to remit payment to the County within sixty (60) days following receipt of this statement.

Section 8. OPERATION COST:
The Association agrees to pay all costs of operation on the premises including, but not limited to the following: electricity, water, waste, sewer/septic and gas. Further, the Association and County will equally share the annual cost of one portable accessible Sani Can to be located on the premises to serve the park. The County will bill the Association annually for its share of the cost.

Section 9. CONCESSIONS:
The Association may operate a concession area on the premises for the sale of food items. The Association may sublet the concession rights herein, subject to the approval of the concessionaire by the Director. The Association agrees to assume all liability for the sale of food whether by the Association itself or by a sub lessee. The Association shall provide liability insurance which shall include products liability, in accordance with the limits and insurance provisions required in Section 12 of this Agreement.

Section 10. TAXES AND FEES:
The Association shall pay all licenses, excise taxes, permits and taxes applicable to its operations on the premises and all taxes on the leasehold interest created by this Agreement. The Association shall be responsible for securing necessary permits and licenses or the payment of any other fiscal obligations imposed by applicable local, state, or federal law with respect to Association’s employees or the Association’s property or activities on the premises. Provided, leasehold taxes shall be paid to the County.

Section 11. INDEMNIFICATION AND HOLDHARMLESS:
The Association agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited
to, judgments, settlements, attorneys’ fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Association, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Association, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, it’s appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Association, its agents, or its employees.

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

Initialed on behalf of the Association:

Section 12. INSURANCE:
The Association shall obtain and maintain insurance at its own cost for the duration of this Agreement. The insurance(s) shall provide the minimum coverage as set forth below:

Property Damage per occurrence - $500,000.00

General Liability Insurance of $1,000,000.00 which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

If alcohol is served the Association shall procure and maintain for the duration of the Agreement or event, Liquor Liability insurance in the amount of $1,000,000 each occurrence. The County is to be named as an additional insured on Liquor Liability insurance. HOST LIQUOR LIABILITY INSURANCE coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the County.

ADDITIONAL INSURED ENDORSEMENT REQUIRED:
General Liability Insurance and Liquor Liability, when alcoholic beverages are served or dispensed, must state that:

A) Whatcom County, it’s officers, agents volunteers and employees, are named as additional insured(s) for all coverage provided by the policy of insurance.
B) That this insurance shall be considered as primary and shall waive all rights of subrogation. The County's insurance shall be noncontributory.

Events. Separate event insurance with the same terms and conditions shall be required for all events not specifically covered under the Association's general liability policy.

Notice of cancellation. Association agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Timely notice of claims. Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Proof of Insurance. A certificate showing proof of adequate insurance will be provided to the County annually. Upon request, the Association shall forward to the County the original policy, or endorsement obtained, to the Association’s policy currently in force.

Liability in excess. Providing coverage in the amounts listed shall not be construed to relieve the Association from liability in excess of such amounts.

Failure to provide insurance. Failure of the Association to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion.

Section 13. ENTRY ONTO PREMISES:
The County reserves the right to enter onto the premises at reasonable times to inspect them, or make modifications and the Association shall permit the County to do so.

Section 14. NON DISCRIMINATION CLAUSE:
The Association agrees not to discriminate against any participant, volunteer, employee or individual based upon race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability or veteran status.
Section 15. **TERMINATION AND REMEDIES OF COUNTY FOR BREACH BY THE ASSOCIATION**

The County shall have the right to terminate this Agreement upon breach of this Agreement by the Association, or any sub lessee of the Association, upon giving sixty (60) days’ written notice of termination to the Association. The written notice shall specify the reason for the termination and the Association shall be given a reasonable time to cure said problem. Said remedies shall be in addition to any other remedies available to the County.

Section 16. **COMMUNICATION:**

Communication between the parties shall be addressed to their regular places of business.

For the COUNTY:

   ATTN: Director, Whatcom County Parks & Recreation  
   3373 Mount Baker Highway  
   Bellingham WA 98226

For the ASSOCIATION:

   ATTN: South Fork Valley Community Association  
   5464 Potter Road  
   Deming WA 98244

Section 17. **SEVERABILITY:**

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

Section 18. **MODIFICATION:**

No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing, executed by the parties and approved by the County.

Section 19. **RESPONSIBILITY FOR PREMISES:**

While the premises are used by or under the control of the Association, the Association hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises. The Association shall use the premises only in the manner permitted by this Agreement and shall not permit the use of the premises for any other purpose or for any immoral,
objectionable, or unlawful acts. Failure to abide by this section shall amount to breach of
contract and bring to bear Section 15 of this Agreement (Termination and Remedies of County
for Breach by the Association)

DATED this 17th day of December, 2015

FOR SOUTH FORK VALLEY COMMUNITY ASSOCIATION

South Fork Valley Community Association

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

On this 17 day of December, 2015, before me personally appeared

Jeffrey Margolis to me known to be the President of the South Fork
Valley Community Association 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
Farmdale, WA.

My commission expires 4/11/19
FOR WHATCOM COUNTY

Jack Louws, Whatcom County Executive

STATE OF WASHINGTON) )ss.
COUNTY OF WHATCOM )

On this ____ day of ______________, 2016, before me personally appeared Jack Louws to me known to be the Whatcom County Executive 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 _______

Michael McFarlane
Whatcom Parks & Recreation Director

APPROVED AS TO FORM:

Elizabeth Gallery
Senior Deputy Prosecuting Attorney
EXHIBIT A

Property ID 84345/Geographic ID 380508 286016 located at 4106 Valley Highway, Deming WA to include all buildings and structures.

CLEARANCES | Initial | Date | Date Received in Council Office | Agenda Date | Assigned to:
--- | --- | --- | --- | --- | ---
Originator: Cheryl Raymond | 1/13/16 | 1/13/16 | 1/26/16 | Finance/Council |
Division Head: Steven N Oliver | 1/13/16 | 1/13/16 |
Dept. Head: Mark Bautheus | 1/13/16 |
Prosecutor: Royce Buckingham | 1/13/16 |
Purchasing/Budget: | 1/15/16 |

TITLE OF DOCUMENT:
PETITION FOR REFUNDS PAID REPORT

ATTACHMENTS: 1. Cover Letter
2. Resolution
3. List of Property Tax Refunds

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( ) NO

Should Clerk schedule a hearing? ( ) Yes ( X ) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

COMMITTEE ACTION: COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO: Jack Louws, Whatcom County Executive

FROM: Steven N. Oliver, Whatcom County Treasurer

DATE: January 13, 2016

RE: Resolution property tax refunds

We are presenting this resolution, consistent with RCW 84.69.020 for the annual list of property tax refunds. No action is required; however, a formal motion to approve the list would be appropriate.

Please consider this resolution at your January 26, 2016 council meeting.
RESOLUTION NO. ______

A RESOLUTION ACCEPTING THE TREASURER’S LIST OF PETITIONS FOR PROPERTY TAX REFUNDS

WHEREAS, RCW 84.69.020 requires that the County Treasurer present a list of all petitions for property tax refunds made during the previous year to the County Council, and;

WHEREAS, a list of the Whatcom County Treasurer’s Property Tax Refunds for 2015 is attached to this resolution, and;

WHEREAS, the Whatcom County Council has received and reviewed the Treasurer’s list of property tax refunds consisting of the names of the persons receiving the refunds, the amounts of the refunds, and reasons for the refunds for the year 2015 in accordance with RCW 84.69.020.

NOW, THEREFORE BE IT RESOLVED, that the Whatcom County Council accepts the property tax refund list for 2015, hereto attached as “Exhibit A”.

APPROVED this ______ day of __________________, 2016.

ATTEST: 

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Council Chair

APPROVED AS TO FORM:

________________________

Civil Deputy Prosecutor
PETITION FOR REFUNDS
PAID REPORT

JANUARY 1, 2015
THROUGH
DECEMBER 31, 2015
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**Total Refund Amount:** $776,476.40

### Grouped Refund Types

- **BEOR/BECE Corr Eval/Ordered Changes:** $45,406.71
- **BTA Stipulation:** $219,571.91
- **Destroyed/Abated Property:** $9,334.21
- **MSQ/Misc/COR/OC/PP:** $72,678.18
- **MTD/MTR/MTX Taxable to Exempt:** $53,268.80
- **Senior/Disabled:** $376,216.59

**Total Grouped Refunds:** $776,476.40
**WHATCOM COUNTY COUNCIL AGENDA BILL**

### CLEARANCES

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<tr>
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### Originator:

1/20/2016

### Division Head:

1/26/2016

### Dept. Head:

Public Works

### Prosecutor:

### Purchasing/Budget:

### Executive:

### TITLE OF DOCUMENT:

Discussion regarding a proposal to install a public use phone in Glacier

### ATTACHMENTS:

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### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

*Summary Statement or Legal Notice Language:* (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Discussion regarding a proposal to install a public use phone in Glacier

### COMMITTEE ACTION:

### COUNCIL ACTION:

<table>
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<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
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Preserving and Advancing Universal Service

In a

Competitive Environment

A Report
to the

WASHINGTON STATE LEGISLATURE

Prepared by the
Washington Utilities and Transportation Commission

January, 1998
Public Interest Payphones

Summary
By directive of the Telecommunications Act of 1996, pay phones have been deregulated and efforts have been made to remove regulatory and economic barriers to competition. Both the Act and the FCC rules implementing the pay phone provisions caution that as the industry deregulates, incentives to retain certain unprofitable yet necessary payphones may get removed.

The FCC has directed state public utility commissions to determine whether deregulation will result in a lost of pay phones serving a public interest in their states and, if so, to devise a way of resolving the problem.

Staff has analyzed this issue as part of a broader rulemaking dealing with pay phone consumer protection rules. Staff determined that it was too early to determine whether pay phone deregulation and competition would cause serious loss in pay phones that serve a public interest. No evidence was found to indicate that there would be serious immediate consequences resulting from deregulation. Instead, the review appears to indicate that a combination of a competitive market and local government vigilance may provide better public pay phone service than is currently provided.

Background
On September 20, 1996, the Federal Communications Commission (FCC) adopted a
Report and Order implementing Section 276 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.¹⁶⁸

In the Report and Order, the FCC adopted new rules and policies governing the pay phone industry with the goal of fostering a more competitive pay phone industry. The new policies included eliminating certain subsidies related to the pay phone investments of local telephone companies and requiring that pay phones be compensated for all calls, except for 911 emergency calls.

The Report and Order also dealt with the directive in Section 276(b)(2) of the Telecommunications Act of 1996 requiring the FCC to “determine whether public interest pay phones, which are provided in the interest of public health, safety and welfare in locations where there would not otherwise be a pay phone, should be maintained, and if so, ensure that such public interest pay phones are supported fairly and equitably.”

The FCC addressed this issue by saying that “states are better equipped than the Commission to respond to geographic and socio-economic factors affecting the need for such pay phones that are too diverse to be effectively addressed on a national basis.”

Instead, the FCC adopted guidelines for use by the states in establishing public

interest pay phones. The guidelines are intended to ensure that any subsidies used to pay for public interest pay phones are generated and spent without creating a competitive disadvantage or advantage to any set of players.

The FCC directed each state to review whether it should take any measures to ensure the availability of pay phones that serve a public interest need.

The FCC outlined some options for dealing with public interest pay phones. A state may choose to fund public interest pay phones from its general revenues through a process that ensures that companies providing such pay phones are fairly compensated and in a manner that does not otherwise affect competitive balance.

A state or local government may contract with a pay phone or telecommunications company for pay phone service in areas that serve an identified public interest. These contracts could be arranged so as to offset the cost of an unprofitable pay phone with pay phones located in more profitable locations. Or the local government, could as a course of providing emergency services for its citizens, ensure that pay phones or calling stations capable of contacting emergency service personnel are readily available in their communities.

States may also address the need for public interest pay phones by adopting appropriate rules in conjunction with their responsibilities for ensuring universal service pursuant to Section 254(f) of the 1996 Act.
As part of the WUTC's pay phone rulemaking (Docket No. UT-970301), staff requested information from telephone companies, local governments and the public that would aid in determining the threshold question of whether public interest pay phones will need to be maintained with a subsidy program. Staff also sought comment and data on whether public entities could take a more active roll in ensuring availability of public interest pay phones and on how a state public interest pay phone support program might be constructed.

Four incumbent local exchange companies responded to staff's questions. All four companies indicated they had removed pay phones in the last year due to unprofitability. U S West, which initiated a systematic review of all of its pay phone locations in Washington, claims that it has initially targeted 475 unprofitable pay phones for possible removal. As of July 1997, 182 of those pay phones had been removed and 42 had been converted to semipublic status, meaning that the location owner compensates U S West for the provision of the pay phone. TDS Telecom with local service companies of McDaniel and Lewis River wrote that it had pulled 24 pay phones since the Report and Order was issued. GTE-NW indicated it had removed five pay phones during that same period while United Telephone Company listed three pay phones removed. There was no indication whether any of these pay phones were considered pay phones serving a public interest need.

King County, the only county government to comment, said it had not lost any pay phones yet but that it had experience in working with pay phone providers to
ensure that its citizens' needs were met. Seattle, the only city to comment, indicated it would like to take more responsibility for the policing of pay phones, mainly from the perspective of reducing the use of pay phones for alleged illicit activities.

The only other community-based organization reflected a different perspective. A letter from the Bay Center Association indicated that the community had recently lost its only publicly-accessible pay phones.

Public Counsel supports a creation of a public interest pay phone program. In Public Counsel's view, the WUTC should administer the program funding but the decision of where to place public interest pay phones should be left to "those governmental bodies better suited for determine public need."

While the Report and Order eliminated the ability for local telephone companies to include pay phone costs into their investment base for determining access charges, the FCC order also required that all calls, except for 911 calls, be compensated. The estimation by the FCC is that the average pay phone receives approximately 130 uncompensated toll-free calls per month. The FCC has ordered that long-distance carriers which sell toll-free service will have to compensate pay phone providers for each call made. Until a system can devised to provide per-call compensation, the FCC set an interim amount based on a fixed monthly amount per pay phone of $45.85 cents. Payment of the interim amount is in dispute and has been remanded by the reviewing court back to the FCC.
The industry generally agreed that the potential for compensation for previously uncompensated calls as well as the ability to raise their coin rate for local calls will make some previously unprofitable pay phones profitable.

None of the commenters objected to the possibility of including support of public interest pay phones within a new state universal service program. However, US West and GTE both urged that the state allow the market to develop and respond first before establishing a program.

Discussion
While there are pay phones being removed from certain locations in the state, staff has no way of determining whether these locations have served a public interest need nor can it determine if they will be replaced by a competitor’s pay phone. For instance, a subsequent letter from the Bay Center Association indicated that a new pay phone had been installed in the community.

Determining public interest remains a subjective decision. Comments from the various parties did not pin down a more detailed definition of public interest than what the federal Act already provides: “health, safety and public welfare.” Arguably just about any telephone meets that need and there are countless locations in Washington lacking a pay phone which would meet that vague criteria. Public Counsel suggested more specific criteria such public recreation areas in remote locations, high crime risk areas, and public and private institutions serving low-income or risk groups.
While these locations are deserving of public phones, they do not necessarily suggest a need for a separate program designed to establish pay phones. A separate program may work in conflict with other activities which might serve public interest needs more efficiently, such as the state’s universal service program designed to ensure affordable service in high cost areas, the increased application and decreased cost of personal wireless communications service, the increased revenues for pay phones from toll-free calls and higher local coin rates and recognition by public entities of their responsibility to ensure that their citizens can communicate in situations where health, safety and public welfare are threatened,

Commenting parties were in general agreement that the most likely problem will occur in remote locations. Pay phones in urban areas where there is a high transient population and a low percentage of households with telephones are usually very profitable. While staff does not at this time recommend including public interest pay phones as a separate component to a state universal service program, it does recommend that the rate for a public access line serving a pay phone in a universal service eligible territory should be priced to reflect whatever subsidies are available to other business lines in that service area.

Given the relative early stage of pay phone deregulation, staff believes it would be premature to reach a firm conclusion. At this time, staff recommends holding off on any specific legislative action establishing a public interest pay phone program. The WUTC should track complaints, if any, regarding the lack of pay phone service and should work with local governments in helping them identify and
satisfy their public interest communications needs.

8. **Recommendation**: Washington should not establish a public interest pay phone program at this time. There is no evidence at present that there is an insufficient number of pay phones or that pay phones necessary for public safety are lacking. Furthermore, there is no indication that deregulation will make such phones more scarce. The WUTC should track complaints, if any, regarding the lack of pay phone service and should work with local governments in helping them identify and satisfy their public interest communication needs. Should conditions change, WUTC would revisit the issue.

**Legislative Action**: No action is needed at this time.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**

Briefing and discussion on Comprehensive Plan Chapter 4 (Capital Facilities).

**ATTACHMENT:**

1. Cover letter

**SEPA review required?**  (X) Yes  ( ) NO  **SEPA review completed?**  (X) Yes  ( ) NO  **Should Clerk schedule a hearing?**  ( ) Yes  (X) NO

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Under the Growth Management Act, Whatcom County and the seven cities within the County must complete the periodic update of their comprehensive plans and review urban growth areas by June 30, 2016 (RCW 36.70A.130). The Planning and Development Services Department would like to discuss Comprehensive Plan Chapter 4 (Capital Facilities) with the Public Works, Health and Safety Committee.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
TO: The Honorable Jack Louws, Whatcom County Executive
     The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Assistant Director

DATE: January 11, 2016

SUBJECT: Comp Plan Update/UGA Review – Chapter 4 (Capital Facilities)

As you know, Whatcom County has initiated a multi-year project to update the Whatcom County Comprehensive Plan and conduct the urban growth area (UGA) review by June 30, 2016, as required by the Growth Management Act. The Comprehensive Plan update and UGA review is being conducted in close coordination with the seven cities in Whatcom County.

The County Council will review the Comprehensive Plan, including UGA proposals, over a six month period between January and June 2016. This review will include staff briefings, review of Planning Commission recommendations, city presentations, public hearings, and consideration of public input. It is anticipated that the Council will adopt an ordinance relating to the Comprehensive Plan update and UGA review by the June 30, 2016 state deadline.

Staff would like to discuss Comprehensive Plan Chapter 4 (Capital Facilities) with the Council’s Public Works, Health and Safety Committee on January 26, 2016. The proposed Comprehensive Plan amendments to Chapter 4 will be posted on the County’s website at: http://www.whatcomcounty.us/1170/Comprehensive-Plan-Updates.

Thank you for your consideration of this matter. We look forward to discussing it with you.
## CLEARANCES

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## TITLE OF DOCUMENT:

**2016 Comprehensive Parks, Recreation and Open Space Plan**

## ATTACHMENTS:


## SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Work session with the Planning Committee to review the final draft of the 2016 Comprehensive Parks, Recreation and Open Space Plan and process.

---

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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MEMORANDUM

TO: Jack Louws, Executive
FROM: Michael McFarlane, Director
DATE: January 13th, 2016
RE: Request for work session with Planning Committee- CPR OS Plan

I am requesting a work session with the Planning Committee on January 26th for the purpose of reviewing the 2016 Comprehensive Parks, Recreation and Open Space Plan and process.

This plan has been on hold pending the approval of the County’s Comprehensive Plan. The State requires the plan for certain grant programs and the deadline for having a current plan on file to qualify for this round of grant funding is fast approaching. This work session will provide a review and oversight of the plan and process and allow for any final changes before being scheduled for Council action in February.

Please contact me at 5855 if you have any questions or require additional information.

Thank you
TO VIEW:

WHATCOM COUNTY COMPREHENSIVE PARKS, RECREATION AND OPEN SPACE PLAN FOR 2016

Please go to:

http://www.whatcomcounty.us/documentcenter/view/14547
**CLEARANCES**

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<td>Mark Personius</td>
<td>1-11-16</td>
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<td>Sam Ryan</td>
<td>1-13-16</td>
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**TITLE OF DOCUMENT:**

Briefing and discussion on Comprehensive Plan Chapter 2 (Land Use). This meeting will focus on City and County presentations relating to urban growth areas.

**ATTACHMENT:**

1. Cover letter

**SEPA review required?** (X) Yes ( ) NO

**SEPA review completed?** (X) Yes ( ) NO

**Should Clerk schedule a hearing?** ( ) Yes (X) NO

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Under the Growth Management Act, Whatcom County and the seven cities within the County must complete the periodic update of their comprehensive plans and review urban growth areas (UGAs) by June 30, 2016 (RCW 36.70A.130). The cities and the Whatcom County Planning and Development Services Department would like to make presentations to the Council’s Committee of the Whole relating to their UGA proposals. Whatcom County Comprehensive Plan Chapter 2 (Land Use) addresses UGAs.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

AB2016-047

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Memorandum

TO: The Honorable Jack Louws, Whatcom County Executive
    The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Assistant Director

DATE: January 11, 2016

SUBJECT: Comp Plan Update/UGA Review – Chapter 2 (Land Use – UGAs)

As you know, Whatcom County has initiated a multi-year project to update the Whatcom County Comprehensive Plan and conduct the urban growth area (UGA) review by June 30, 2016, as required by the Growth Management Act. The Comprehensive Plan update and UGA review is being conducted in close coordination with the seven cities in Whatcom County.

The County Council will review the Comprehensive Plan, including UGA proposals, over a six month period between January and June 2016. This review will include staff briefings, review of Planning Commission recommendations, city presentations, public hearings, and consideration of public input. It is anticipated that the Council will adopt an ordinance relating to the Comprehensive Plan update and UGA review by the June 30, 2016 state deadline.

The cities and the County would like to make presentations relating to UGA proposals to the Council’s Committee of the Whole on January 26, 2016. Whatcom County Comprehensive Plan Chapter 2 (Land Use) addresses UGAs. Proposed Comprehensive Plan amendments to Chapter 2 will be posted on the County’s website at: http://www.whatcomcounty.us/1170/Comprehensive-Plan-Updates.

Thank you for your consideration of this matter. We look forward to discussing it with you.
Overview of the 2016 Comprehensive Plan update and Urban Growth Area review process.

ATTACHMENT:
1. Cover letter

SEPA review required? (X) Yes ( ) NO
SEPA review completed? (X) Yes ( ) NO

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Under the Growth Management Act, Whatcom County and the seven cities within the County must complete the periodic update of their comprehensive plans and review urban growth areas by June 30, 2016 (RCW 36.70A.130).

COMMITTEE ACTION:
1/12/2016: Presented and Discussed

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
COMPREHENSIVE PLAN UPDATE AND URBAN GROWTH AREA REVIEW INFORMATION CAN BE FOUND AT:

http://wa-whatcomcounty.civicplus.com/1170/Comprehensive-Plan-Updates
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<tr>
<th>CLEARANCES</th>
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<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>Originator:</td>
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<td>Executive:</td>
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**TITLE OF DOCUMENT:**
Appointment of 2016 Districting Committee Members

**ATTACHMENTS:**

**SEPA review required?** ( ) Yes ( ) NO
**SEPA review completed?** ( ) Yes ( ) NO
Should Clerk schedule a hearing? ( ) Yes ( ) NO
Requested Date:

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**
(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Appointment of 2016 Districting Committee Members:
Democratic Party suggested appointees: Mike Estes and Lisa McShane
Republican Party suggested appointees: Mark Nelson and Brett Bonner

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
January 15th 2016

Subject: Nomination of two members to serve on the Districting Committee.

The Whatcom County Republican Party names:

Mark Nelson
2524 Meridian St
Bellingham WA 98225
360-647-2322
markspeaksout@gmail.com

&

Brett Bonner
3025 Ellis Street
Bellingham WA 98225
360-201-7706
bonnersnorth@hotmail.com

For consideration as the Republican nominees for the Districting Committee in 2016

Charlie Crabtree
Chairman Whatcom County Republican Party
Whatcom County Council
311 Grand Avenue
Suite 105
Bellingham, WA 98225

Dear Council Members:

The Whatcom County Democrats would like to recommend Mike Estes and Lisa McShane as Representatives to the Redistricting Commission.

Sincerely,

Catherine Chambers, Chair
TITLE OF DOCUMENT: Appointments to Executive’s Boards and Commissions for the year 2016.

ATTACHMENTS: Listing of nominations for appointments and reappointments; Membership applications.

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

County Executive Jack Louws requests confirmation of his new appointments and reappointments to the boards and committees noted on the attached list. These appointments take effect on February 1, 2016.
The following vacancies on boards and committees are filled with appointments by the County Executive and confirmed by County Council.

**AGRICULTURAL ADVISORY COMMITTEE**  
Newly appointed is Barbara Hento

**BEHAVIORAL HEALTH ADVISORY BOARD**  
See attached staff memorandum. Reappointed are Michael Massanari, Teresa Bosteter, Dac Jamison, Mark McDonald, Amy Schubert, Carol Hawk and Rachel Herman

**BICYCLE/PEDESTRIAN ADVISORY COMMITTEE**  
Reappointed is Reid Parker and newly appointed are Ian McCurdy and Susan Adamson-Towner

**CIVIL SERVICE COMMISSION**  
Reappointed is Paul Myers and newly appointed is Grant Fishbook

**COUNTY APPEALS BOARD**  
Reappointed is Brenan Fillippini

**DEVELOPMENT STANDARDS TECHNICAL ADVISORY COMMITTEE**  
Reappointed is Jeff Peterson and newly appointed is Dale Buys

**DEVELOPMENTAL DISABILITIES ADVISORY BOARD**  
Reappointed are Todd Childs and Sylvia Williams

**MARINE RESOURCE COMMITTEE**  
See attached staff memorandum. Reappointed are Atina Casas (scientific expertise), Christopher Brown (recreational interest) and Pete Granger (economic interest); Newly appointed are Robert Cecile (citizen-at-large) and Petur Sim (economic interest)

**PARKS AND RECREATION COMMISSION**  
Reappointed are Paul Woodcock (District 3) and Kenneth Kiesner (District At-Large)

**PUBLIC HEALTH ADVISORY BOARD**  
Reappointed is Rachel Cecka (administrative-hospital)

**PURCHASE OF DEVELOPMENT RIGHTS (PDR) OVERSIGHT COMMITTEE**  
Reappointed is Greg Ebe (Farmer position)

**WHATCOM COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES**  
Newly appointed is Brad Cornwell
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Barbara Hento
Street Address: 517 E South Rd
City: Bellingham
Mailing Address (if different from street address):
Day Telephone: 360 398 2729 Evening Telephone: 360 398 2729 Cell Phone: N/A
E-mail address: obstables@earthlink.net

1. Name of board or committee-please see reverse:
   Agricultural Advisory Committee
   Farmer position

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
   (IF APPLICABLE, PLEASE REFER TO VACANCY LIST.)
   ☑ Yes ( ) No

4. Which Council district do you live in?
   ☑ One ☑ Two ☑ Three

5. Are you a US citizen?
   ☑ Yes ( ) No

6. Are you registered to vote in Whatcom County?
   ☑ Yes ( ) No

7. Have you ever been a member of this Board/Commission?
   ☑ Yes ☑ No
   If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   ☑ Yes ( ) No
   If yes, please explain: I own and operate BB Stables (since 1946)

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   I have owned and operated BB Stables since 1946. The stables raise beef cattle and horses as well as board and give lessons. I have approximately 50 acres of whatcom County land (owned and/or leased) for pasture and hay crops. I have a BS from W.U.W. and am active in the horse community, 4-H clubs, and schools. I believe that I can bring experience of my years of working in the ag community and represent the small farmer and their concerns fairly.

10. Please describe why you're interested in serving on this board or commission:
    
References (please include daytime telephone number): Wes Kent 384-4144
    Vicki Hawley 398-2194 Heather Brown 305-6255

Signature of applicant: Barbara Hento

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Memorandum

TO: Jack Louws, Executive
FROM: Jackie Mitchell
DATE: January 14, 2016
RE: County Behavioral Health Board Advisory and North Sound Mental Health (NSMHA) Advisory Board Appointees

The Whatcom County Health Department's Behavioral Health Advisory Board (BHAB) will begin staggered terms beginning with the reappointment of our board members effective Feb. 1, 2016. We would like to recommend reappointments of the following members to the following terms on the Behavioral Health Advisory Board (BHAB):

*Michael Massanari (2/1/16-1/31/17)  Dac Jamison (2/1/16-1/31/18)
Teresa Bosteter (2/1/17 – 1/31/17)  *Mark McDonald (2/1/16-1/31/18)
Carol Hawk (2/1/16-1/31/19)  Amy Schubert (2/1/16-1/31/18)
*Rachel Herman (2/1/16-1/31/19)

The Health Department is actively pursuing updated applications for each board member. Currently, we have two (2) vacant positions on BHAB after two members resigned: Larry Richardson in 2015 and *David Kincheloe (1/14/16).

In addition, North Sound Mental Health Administration (NSMHA) expanded the number of Whatcom positions on their advisory board to six (6), beginning with the implementation of the new Behavioral Health Organization (BHO) on April 1, 2016. All NSMHA positions are considered "At Large" and members do not need to be members of BHAB. We will continue to vet applicants for both the NSMHA Advisory Board and BHAB through our office.

Currently, we have 4 appointees who wish to remain on the NSMHA Advisory Board. (These names are asterisked above and include David Kincheloe.) Larry Richardson resigned from NSMHA's board simultaneous to his resignation from BHAB. His vacated position and the new position results in two (2) vacant positions on that board.

If you have any questions, please contact me. Thank you.

Jackie Mitchell, M.A. CDP, LMHC
Behavioral Health Program Specialist
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: __Reid Parker_________________________ Date: 9/23/14____________________

Street Address: __2314 D St__________________

City: __Bellingham___________________________ Zip Code: __98229________

Mailing Address (if different from street address): ________________________________

Day Telephone: __907.254.8898_________ Evening Telephone: _______________________

Cell Phone: ____________________________

E-mail address: __reidparker@gmail.com________________________________________

1. Name of board or committee-please see reverse: Bicycle/Pedestrian Advisory Committee

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)

4. Which Council district do you live in? (x) One ( ) Two ( ) Three

5. Are you a US citizen? (x) yes ( ) no

6. Are you registered to vote in Whatcom County? (x) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no

If yes, dates: ____________________________

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? (x) yes ( ) no

If yes, please explain: In my job with the DNR, I occasional collaborate with County employees on recreation management issues.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

I am currently employed by the Washington State Department of Natural Resources a recreation manager for northern Skagit County and Whatcom County. I have a B.S. in Natural Resources Management and 5 years of professional experience in recreation. I am also an avid family cyclist, taking my small children most everywhere by bike including bike camping in the county.

10. Please describe why you’re interested in serving on this board or commission: _My wife says that my perfect job would be "bike evangelist;" this seems like a good place to start._

References (please include daytime telephone number): _Christ Thomsen 360.733.2900_________

Signature of applicant: _____________________________

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First Name  Ian  
Last Name  McCurdy  
Date  12/17/15  
Street Address  960 Harris Ave, Unit 305  
City  Bellingham  
Zip  98225  
Primary Telephone  503-201-7327  
Secondary Telephone  Field not completed.  
Email Address  ian.p.mccurdy@gmail.com  

1. Name of Board or Committee  Bicycle/Pedestrian Advisory Committee  
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?  Yes  
3. Which Council district do you live in?  District 1  
4. Are you a US citizen?  Yes  
5. Are you registered to vote in Whatcom County?  Yes  
6. Have you ever been a member of this  No
Board/Commission?

7. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

McCurdy, Ian Resume-12-1-2015.pdf

8. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am currently a practicing attorney with the law firm of Adelstein, Sharpe & Serka, here in Bellingham. I primarily focus on employment litigation and advising. I am originally from Portland, Oregon. I received my B.A. in History from Occidental College in Los Angeles, California and received my law degree from the University of Oregon. Prior to moving to Bellingham I lived in Seattle, where I served as a law clerk for Superior Court Judge in Snohomish County. Being a recent transplant to Bellingham, I am currently not involved in the community. However, in Seattle, and in the past, I have volunteered my time and professional services for community non-profits. I look forward to a similar level of community engagement in Bellingham.

9. Please describe why you’re interested in serving on this board or commission

Transportation issues, specifically ensuring adequate pedestrian and cycling conditions has always been a personal interest and focus of mine. Since a young age I have been an avid recreational cyclist and bike commuter. Whether biking to school or work, sometimes in excess of 60 miles roundtrip, I have always prioritized bike commuting over traditional personal vehicle travel. In every instance that I have been able to bike to work or school, I have been able to do so because of infrastructure choices that have been made to ensure my safe travel. Safe and convenient nonmotorized travel provides many benefits, including reduced traffic congestion, user savings, road and parking facility savings, economic development and a better environment. As Whatcom County continues to grow, it will be faced with substantial choices impacting nonmotorized travel. I would like to have a role in helping shape Whatcom County’s strategy for continuing to meet the needs of the community while providing safe and ample access to safe biking and walking infrastructure.

References (please include daytime telephone number):

Field not completed.
Signature of applicant: Ian P. McCurdy

Place Signed / Submitted: Bellingham, Wa
IAN MCCURDY

503.201.7327 | Ian.P.McCurdy@gmail.com | 960 Harris Ave., Apt. 305 | Bellingham, Washington 98225

ADMISSIONS

WASHINGTON STATE BAR ASSOCIATION—License #45524

EDUCATION

UNIVERSITY OF OREGON SCHOOL OF LAW, Eugene, OR
J.D., May 2012
• Senior Editor, Journal of Environmental Law and Litigation
• University of Oregon School of Law National Competition Tax Moot Court Team
• Axline-Bonine Public Interest Environmental Law Scholarship
• Equal Justice Works Summer Corps Scholarship

OCCIDENTAL COLLEGE, Los Angeles, CA
B.A., History, with Distinction, May 2007
• Senior Thesis: The Spanish American War: Revising the Yellow Journalism Myth
• Dean’s List
• Varsity Swimming and Diving Team, 2003-2007
• Study Abroad, University of Amsterdam, The Netherlands, Spring 2006

EXPERIENCE

ADELSTEIN, SHARPE & SERKA, LLP, Bellingham, WA
Associate Attorney, October 2015-Present
• Employment litigation defense, employment counseling, and general litigation

CHAMBERS OF JUDGE DAVID A. KURTZ, SNOHOMISH COUNTY SUPERIOR COURT, Everett, WA
Judicial Clerk, January 2013-September 2015
• Drafted more than 300 legal research memoranda to inform judicial decisions in civil and criminal matters
• Edit model jury instructions to guide deliberations in criminal and civil trials
• Coordinate pre-trial hearings, settlement hearings, administrative appeals; interact extensively with attorneys
• Developed experience in motions practice, tort law, employment law, family law, and land use law

WILSON LAW OFFICE, Eugene, OR
Law Clerk, September 2011-May 2012
• Drafted complaints to state court and to the Oregon Employment Relations Board
• Provided oral and written legal analysis concerning employment disputes and other civil actions

CRAG LAW CENTER, Portland, OR
Summer Associate, Summer 2011
• Conducted legal research to support arguments for extending existing law on Title VI of the Civil Rights Act
• Communicated with clients on ongoing monitoring of compliance with settlement under Clean Water Act
• Drafted public comments for Alaskan indigenous clients regarding Arctic oil and gas development permitting

UNIVERSITY OF OREGON SCHOOL OF LAW, Eugene, OR
Research Assistant to Prof. Steven Macias, Fall 2010
• Conducted research for a project on Blackstone and early American jurisprudence

CHAMBERS OF JUDGE DOUGLAS MITCHELL, LANE COUNTY CIRCUIT COURT, Eugene, OR
Judicial Extern, May 2010-August 2010
• Updated Oregon’s criminal jury instructions, assisted with management of the court’s Show Cause Docket.

MEN’S WEARHOUSE CORPORATE OFFICE, Fremont, CA
Legal Assistant, September 2007-May 2008
• Assisted Chief Legal Counsel in wage and hour law compliance to minimize risk of class action lawsuits
LANGUAGE SKILLS
SPANISH (proficient speaker, reader, and writer)

INTERESTS
Endurance bicycling (numerous double-century rides), Open water swimming, Hiking, Backpacking
Board and Commission Application

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

First Name          Susan
Last Name           Adamson-Towner
Date                1/12/16
Street Address      1417 Huntley Road
City                Bellingham
Zip                 98226
Do you have a different mailing address? Field not completed.
Primary Telephone   360 961-0930
Secondary Telephone Field not completed.
Email Address       sstowner@gmail.com

1. Name of Board or Committee
   Bicycle/Pedestrian Advisory Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 2

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes
6. Have you ever been a member of this Board/Commission?  

No

7. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

8. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am an educator with K-12 certification. Presently I tutor privately and substitute teach in the Mt. Baker School District. I am also an artist working presently on an educational sculpture made of fabric entitled "Pacifica". My intention is to visit classrooms and provide science/art/math lessons with this piece as well as provide a personal space of reduced stimulation for students as teachers so design. I graduated from Fairhaven College with a degree entitled "Play as an Emergent Way of Learning" which included Psychology, Anthropology and Education. Later I returned to WWU to get my teaching certification in the post-baccalaureate program specializing in middle school. I have cycled my entire life and would like to work with the Bellingham community and Whatcom county in developing bike and pedestrian trails for all.

9. Please describe why you're interested in serving on this board or commission

I am interested in serving on this board because I have the time and the interest to contribute meaningfully as a citizen. I believe that an enhanced pedestrian and cycling system will improve the quality of life for our people here. I believe in community service and feel that this is the right moment and topic for me.

References (please include daytime telephone number):

Mary Ellen Shields--360 201-9067 Nancy Hart--360 303-9368
Stephanie Korn--201-0151 Mike and Joanne Stoner--360 734-1228

Signature of applicant:  

Susan Adamson-Towner

Place Signed / Submitted:  

Bellingham, Washington
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Paul H. Myers
Street Address: 5579 Aldrich Rd.
City: Bellingham
Zip Code: 98226

Date: 12-3-15

E-mail address: phmwhitey@frontier.com

1. Name of board or committee-please see reverse:
   Civil Service Commission
   re-appointment to CSC

2. You must specify which position you are applying for.
   Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.)
   Yes ( ) No

4. Which Council district do you live in?
   One ( ) Two ( ) Three ( )

5. Are you a US citizen?
   Yes ( ) No

6. Have you ever been a member of this Board/Commission?
   Yes ( ) No

7. If yes, dates?
   1-15-13 to present

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   Yes ( ) No

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Retired B-747 airline pilot. Twenty years law enforcement experience (both full and part-time). Six years as police commissioner. Serve on Sheriff Elson’s citizen advisory council. Skipper large yachts in summer months.

10. Please describe why you’re interested in serving on this board or commission.
    I have enjoyed working with members of the human services dept. and sheriffs dept. I still am very interested in law enforcement matters, and believe my experience and background compliment this position.

References (please include daytime telephone number):
    John Sargent 656-5700
    Harry Andrews 398-9869

Signature of applicant: [Signature]

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Grant Fishback
Street Address: 927 Captain Bay Court
City: Lynden, WA.
Date: Nov 20/2015
Mailing Address (if different from street address):
Day Telephone: __________ Evening Telephone: __________
E-mail address: grantf@ctkbellingham.com

1. Name of board or committee-please see reverse:
   Civil Service Commission
   Civil Service Commission Member

2. You must specify which position you are applying for.
   Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
   (If applicable, please refer to vacancy list.)
   ( ) yes ( ) no

4. Which Council district do you live in?
   ( ) One ( ) Two ( ) Three

5. Are you a US citizen?
   ( ) yes ( ) no

6. Are you registered to vote in Whatcom County?
   ( ) yes ( ) no

7. Have you ever been a member of this Board/Commission?
   ( ) yes ( ) no
   If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   ( ) yes ( ) no
   If yes, please explain:

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   I am a pastor and current Chaplain with the WCSD.
   I have a BA and MA.

10. Please describe why you're interested in serving on this board or commission:
    It would be an honor to serve my community in this way.

References (please include daytime telephone number):
   Paul Myers - 360-398-2840
   Bill Elco - (360) 410-0766

Signature of applicant: ______________________________________

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Board and Commission Application

Application for Appointment to Whatcom County Boards and Commissions

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First Name                  Brenan
Last Name                   Filippini
Date                        1/11/2016
Street Address              1131 Van Wyck Road
City                        Bellingham
Zip                         98226
Do you have a different mailing address? YES
Mailing Address             Plastering Plus Care of Brenan Filippini PO Box 40, Arlington, WA 98223
Primary Telephone           360-319-6524
Secondary Telephone         Field not completed.
Email Address               brenan@plasteringplus.com
1. Name of Board or Committee County Appeals Board
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? Yes
3. Which Council district    District 1
do you live in?

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? No

6. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: Oct 2012 to the present

7. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions Field not completed.

8. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

   Owner / Manager of a local Exterior Cladding Contractor - Plastering Plus NW. Various training, Construction management, AHERA asbestos inspector, ABAA certified, member of multiple trade organizations including but not limited to NWCB, AGC, etc

9. Please describe why you’re interested in serving on this board or commission

   I am a strong proponent of volunteer civic help and find the appeals process a very important form of public - private communication.

References (please include daytime telephone number):

   Kim Filippini 360-319-6528 Dave Smoots 360-202-2963 Brad Reed 360-303-3626

Signature of applicant: Brenan Filippini

Place Signed / Submitted Arlington, WA
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: **Jeff Peterson**
Street Address: **1603 East Pole Road**
City: **Everett, WA**
Mailing Address (if different from street address): ____________________________
Date: 1/7/16
Zip Code: 98247
Day Telephone: ___________________________ Evening Telephone: ___________________________
Cell Phone: 360-739-2384
E-mail address: jepeterson426@gmail.com

1. Name of board or committee-please see reverse: **Development Standards**
   **Technical Advisory Committee**
   **Engineer (Transportation)**

2. You must specify which position you are applying for.
   Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.) ( ) yes ( ) no

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three

5. Are you a US citizen? ( ) yes ( ) no

6. Are you registered to vote in Whatcom County? ( ) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no
   If yes, dates: Jan 2010 - Jan 2014 & Interim member Jan 2015 - Jan 2016

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes ( ) no
   If yes, please explain: **SEE ATTACHED**

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   **Chief Inspector for Washington State Department of Transportation, May 1990 - Present. SEE ATTACHED**

10. Please describe why you’re interested in serving on this board or commission:
    **SEE ATTACHED**

References (please include daytime telephone number): **SEE ATTACHED**

Signature of applicant: **Jeff Peterson**

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Qualifications related to position: Licensed Professional Civil Engineer in Washington - License #33787 Expires: 2/24/2016
Technical Advisory Committee Member for two terms – Jan 2010 to Jan 2012 & Jan 2012 to Jan 2014, and ½ interim term Jan 2015 to Jan 2016

I have been employed with the Washington State Department of Transportation (WSDOT) for 26 years (17 years in Whatcom County). I work in a Project Engineer Office, which administers highway construction contracts. I am a supervisor of an inspection staff. My duties include the following:

- Ensure that the contractor performs work that is in compliance with WSDOT Standard Specifications and Plans.
- Develop solutions to design errors and/or changes that result from discrepancies between the contract and existing field conditions.
- Review proposed changes from the contractor to ensure that they are consistent with applicable WSDOT Standards and policies.

The experience described above would enable me to perform very similar reviews on proposed changes as they are applicable to Land Use Regulations and Comprehensive Plans for Whatcom County.

Describe why you are interested in serving on this commission: I would like the County Council and County Executive to have as much information as they need to prepare them for decisions on issues. My skills and abilities as a Civil Engineer, along with the experience described above, will enable me to review the technical aspects of how Land Use Regulations and Comprehensive Plans may or may not be affected by variances/changes as a result of proposed improvements. I believe that my experience and skills will enable me to provide open perspective on issues from an engineering standpoint, which will enable the County Council and County Executive to have access to complete information on these types of issues. As a result, they will be able to continue to make informed and accurate decisions related to Land Use Regulations and Comprehensive Plans.

I am an employee of WSDOT and therefore do some business with Whatcom County: One of my tasks in my current position with WSDOT requires that I perform field reviews with County inspectors of the condition of County roads before and after traffic detours have been utilized for the construction work on State highways. We agree on whether or not any damage has been done to the County roads as a result of a given detour. If there is damage, I work with the County inspector to determine the best course of action to make repairs to the damaged areas. Final decisions from WSDOT for the agreements that are administered with our office are made by my supervisor. These reviews occur approximately once per year.

References:
Chris Damitio, PE WSDOT Project Engineer - 360-788-7403
Jason Koreski, PE WSDOT Asst Project Engineer – 360-788-7410
Debbie & Jason Vanderveen - 360-354-1194
Board and Commission Application

**Step 1**

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

*THIS IS A PUBLIC DOCUMENT:* As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

First Name  Dale

Last Name  Buys

Date  11/23/2015

Street Address  549 E Laurel Rd

City  Bellingham

Zip  98226

Do you have a different mailing address?  *Field not completed.*

Primary Telephone  360-354-3687

Secondary Telephone  *Field not completed.*

Email Address  dale@recivil.com

**Step 2**

1. Name of Board or Committee  Development Standards Technical Advisory Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?  Yes

3. Which Council district do you live in?  District 2

4. Are you a US citizen?  Yes
5. Are you registered to vote in Whatcom County? Yes

6. Have you ever been a member of this Board/Commission? No

7. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? Yes

If yes, please explain

I am a partial owner of an Engineering Consulting business that often performs work for the County. However, this should not be a conflict of interest as often that work is procured through the submission of Statements of Qualifications as required by State Law. Whereas, the most qualified should be selected.

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

8. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am a licensed professional engineer. I work for Reichhardt & Ebe Engineering, a small consulting firm that specializes in municipal infrastructure. I have worked at this capacity for over 16 years. I have worked for most City's and County agencies in Whatcom County, and many in Skagit County.

9. Please describe why you're interested in serving on this board or commission

Standards are critical to the completion of work that is satisfactory for the future safety, fiscal and maintenance responsibility of the County. Clear and concise standards are key to the efficient processing of permits within a jurisdiction. I believe that my experience in Whatcom and Skagit County could be a benefit to this committee.

References (please include daytime telephone number):

Rod Lamb - Whatcom County Parks - 733-2900 Sandy Petersen - Whatcom County - 676-6876 Jason Porter - City of Bellingham - 778-7900

Signature of applicant: Dale Buys

Place Signed / Submitted: Lynden, WA

(Section Break)
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Todd Childs
Street Address: 308 W. Chamers St. Apt. 910
City: Bellingham, Wa. 98225
Email address: ToddMcChilds60@hotmail.com
Zip Code: 98225
Day Telephone: 
Evening Telephone: 
Cell Phone: 360-927-6060

1. Name of board or committee—please see reverse: Developmental Disabilities Advisor.
2. You must specify which position you are applying for. Please refer to vacancy list.
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) (x) yes ( ) no
4. Which Council district do you live in? (x) One ( ) Two ( ) Three
5. Are you a US citizen? (x) yes ( ) no
6. Are you registered to vote in Whatcom County? (x) yes ( ) no
7. Have you ever been a member of this Board/Commission? (x) yes ( ) no
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes (x) no
   If yes, please explain:

   You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

10. Please describe why you’re interested in serving on this board or commission: I am seeking to be re-appointed to the board.

References (please include daytime telephone number): Scott Waling 360-714-5028, Beverly Potter 360-715-0170

Signature of applicant:

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JACK LOUWS
County Executive

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Sylvia Williams
Street Address: 2103 Westcott St
City: Bellingham
Mailing Address (if different from street address): 
Day Telephone: (360)319-5059 
Evening Telephone: Same 
E-mail address: sylvia@ms.com

Date: 12/20/15
Zip Code: 98227

1. Name of board or committee-please see reverse: Developmental Disabilities
Developmental Disabilities Advisory Board member-continuing

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) ( ) yes ( ) no

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three

5. Are you a US citizen? ( ) yes ( ) no

6. Are you registered to vote in Whatcom County? ( ) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes ( ) no

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

RN, WhatCo Health Dept employee for 25 yrs w/specialty in parent/child and children’s special healthcare needs, retired.

10. Please describe why you’re interested in serving on this board or commission: I served the DD population for most of my nursing career and have appreciated hearing the accomplishments and challenges of work in our County.

References (please include daytime telephone number):

Annie Carr 788-6555 x 4849
Judy Ziets 676-6762 x 6130 Pamela Wild 671-1123

Signature of applicant: Sylvia Williams

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TO: The Honorable Jack Louws, County Executive

THROUGH: Jon Hutchings, Director

FROM: Gary S. Stoyka, Natural Resources Manager
       Austin Rose, Planner I

RE: Marine Resources Committee appointment recommendations

DATE: January 12, 2016

The Executive’s Office forwarded six applications for interest positions currently open on the Marine Resources Committee (MRC). One application was added from applications kept on MRC files. Two applications, one from Atina Casas and one from Chris Brown were submitted to fulfill a second term on the MRC in a Scientific Expertise and Recreational interest position. One application was received from Pete Granger to fulfill his first term on the MRC in an Economic interest position. The four other applications were reviewed to fill open advertised positions in Citizen-At-Large and Economic positions. A recommendation was requested from the Executive’s Office for the most appropriate applicant on file for the open positions. The applicants reviewed for the open positions were Robert Seaman, Robert Cecile, Laura Hanna, and Petur Sim.

It was decided at a previous MRC meeting by the full committee that the Executive Subcommittee would serve as a “Nominations” committee by reviewing applications and submitting recommendations. Public Works staff also participate in these discussions. A matrix has been developed to use in situations where two or more applicants are equally qualified.

The Executive Subcommittee recommends the appointments of Pete Granger, Atina Casas, and Chris Brown to renew their terms on the MRC. In this instance, the Executive Subcommittee felt their familiarity with all of the applicants and their wealth of experience related to the marine issues of Puget Sound was enough to make a recommendation. Their commitment toward continued education and outreach, monitoring projects, and policy recommendations is an important asset to the committee.

The Executive Subcommittee recommends Robert Cecile to fill the Citizen-At-Large position. Mr. Cecile is an active member in the community, has a strong interest in helping with restoration projects that MRC has proposed, and has been engaged with MRC activities since 2005. The Executive Subcommittee also recommends Petur Sim to represent Economic interests on the MRC. Mr. Sim has shown his experience in the field of regulatory compliance and has a deep interest in the health of the local marine environment. Mr. Sim’s industry perspective on marine resource management and working relationship with BP Cherry Point will be invaluable to the MRC.

If you have any questions regarding this recommendation, please contact Austin Rose at extension 6286.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Atina Casas Date: 12/15/15

Street Address: 2724 Niagara Street
City: Bellingham Zip Code: 98226

Mailing Address (if different from street address): _________________________

Day Telephone: (360) 778-6281 Evening Telephone: (360) 933-1615 Cell Phone: _________________________

E-mail address: atinazeke@msn.com

1. Name of board or committee—please see reverse: Marine Resources Committee

2. You must specify which position you are applying for. Please refer to vacancy list. Scientific Expertise

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?

   (If applicable, please refer to vacancy list.) (X) yes ( ) no

4. Which Council district do you live in? ( ) One (X) Two ( ) Three

5. Are you a US citizen? (x) yes ( ) no

6. Are you registered to vote in Whatcom County? (x) yes ( ) no

7. Have you ever been a member of this Board/Commission? If yes, dates: 6/22/10-present (x) yes ( ) no

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes (x) no

   If yes, please explain:____________________________________________

   You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   I am a Senior Planner/Biologist for Whatcom County Public Works. My background includes environmental assessments, field sampling, compliance monitoring, data evaluation, and technical writing/reporting. I have a bachelor’s degree in biology and a master’s degree in Aquatic and Fishery Sciences.

10. Please describe why you’re interested in serving on this board or commission: I have served on the MRC for several years and want to continue participating in efforts that protect and restore our local marine environment.

   ________________________________________________________________

References (please include daytime telephone number): Laurie Caskey-Schreiber (360) 220-7921

____________________________________________

Signature of applicant: Atina Casas

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Christopher L. Brown Date: Dec. 11, 2015
Street Address: 964 Chuckanut Drive
City: Bellingham, WA Zip Code: 98229
Mailing Address (if different from street address): _
Day Telephone: _ Evening Telephone: _ Cell Phone: 509 592 0840
E-mail address: info1948@comcast.net

1. Name of board or committee-please see reverse: Applying for 2nd term
   Marine Resource Committee

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)
   ( ) yes ( ) no

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three

5. Are you a US citizen? ( ) yes ( ) no

6. Are you registered to vote in Whatcom County? ( ) yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no
   If yes, dates: 2013-15 (current)

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes ( ) no
   If yes, please explain: ________________________________

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Retired from Student Academic Services at Washington State University (Pullman)
   Member of numerous environmental groups - Skagit BeachWatchers, Coastal Volunteer Partnership Padilla Bay, COAST, Whatcom County Amphibian Program, NSEA, SEAC

10. Please describe why you’re interested in serving on this board or commission: I have been a member and a current member of the Whatcom MRC and enjoy the collaborative effort to maintain and improve the conditions of the county marine near and on shore line conditions. Working on this committee has been a great experience that I hope to continue with.

References (please include daytime telephone number):
   Doug Stark, dstark@cob.org, Vikki Jackson 360 314 6988, Steve Titterman 360-656-5216

Signature of applicant: ____________________________

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Pete Granger
Street Address: 4716 Fir Tree Way
City: Bellingham
Zip Code: 98229

Date: 12/15/2015

Name: Pete Granger
Street Address: 4716 Fir Tree Way
City: Bellingham
Zip Code: 98229

Date: 12/15/2015

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Pete Granger
Street Address: 4716 Fir Tree Way
City: Bellingham
Zip Code: 98229

Date: 12/15/2015

1. Name of board or committee: please see reverse:
   Marine Resource Committee

2. You must specify which position you are applying for.
   Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
   (If applicable, please refer to vacancy list.) (X) yes  ( ) no

4. Which Council district do you live in?
   (X) One ( ) Two ( ) Three

5. Are you a US citizen?
   (X) yes  ( ) no

6. Are you registered to vote in Whatcom County?
   (X) yes  ( ) no

7. Have you ever been a member of this Board/Commission?
   If yes, dates:
   ( ) yes  (X) no

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   If yes, please explain:

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   see attached

10. Please describe why you're interested in serving on this board or commission:
    see attached

References (please include daytime telephone number):
   Sue Blalce (676-6736); Dave Hansen (224-6512); Penny Dalton (206-685-9215)

Signature of applicant: Pete Granger

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Pete Granger

Application for Whatcom Marine Resource Committee

Dec. 15, 2014

Question Responses:

#9. I recently retired from full-time work as Program Leader for the Marine Extension Program at Washington Sea Grant (www.wsg.washington.edu) at the University of Washington Seattle campus. I am continuing part-time as a seafood industry specialist two-days per week with an office at Whatcom County WSU Extension. My work with Sustainable Fisheries includes training tribal skiff fishermen in better seafood handling and processing methods, training seafood retail counter staff, and working with commercial fishers who want to sell their catch to directly to retail, restaurants and the general public.

I also continue to have a commercial reefnet gear at Lummi Island - fishing for sockeye and pink salmon during summer season (late July through August). We fish only certain days during that time and I would be available to attend summer meetings of MRC if necessary.

I also have experience in many aspects of the seafood industry including sales, marketing, processing, and lobbying – at the state (Washington and Alaska) and federal levels.

I have great interest in the viability of the commercial fishing and processing industry in Whatcom County and elsewhere.

My work with Sea Grant has also enabled me to become very familiar with research, education, and outreach in a variety of other marine resource issues in the county and the state. These include: shellfish, water quality, stream and shoreline restoration, tribal interests, waterfront development, marine recreation and tourism.

I have also served on the Nooksack Salmon Enhancement Association Board of Directors and the advisory board for the Bellingham Technical College Fisheries Technology Program.

#10. Now that my wife and I are back in Bellingham full-time and I have some time to serve, I would very much like to volunteer for an organization such as the MRC which has direct impact on the local marine environment and its problems and issues. I believe my background in the commercial fishing and seafood sector as well as other marine business would serve well for this particular “Economic Interest” position vacancy. I’m also interested in the research that the MRC funds and would bring experience with identifying and prioritizing marine research needs.
References:

Sue Blake, WSU Extension Whatcom County Water Resources Educator, 676-6736
Dave Hansen, commercial fishermen, 224-6512
Penny Dalton, Director, Washington Sea Grant program, 206-685-9215.
PETE GRANGER
Seafood Industry Specialist
Washington Sea Grant Program
1000 N. Forest St., Suite 201
Bellingham, WA 98225
(360) 223-3995
pgranger@uw.edu

EDUCATION
1972 Master of Business Administration, University of Washington
1970 B.S., Oceanography, University of Washington

POSITIONS HELD
June 2014 to present  Seafood Industry Specialist, Washington Sea Grant, Bellingham
2001 to May 2014  Program Leader, Washington Sea Grant Marine Advisory Services, University of Washington, Seattle
1963 to present  Commercial salmon reef net fisherman, Lummi Island, WA.
1992 to 2001  Owner, North Shore Strategies (consulting firm), Bellingham, WA
1999 to 2001  Lobbyist, Washington Fish Growers Association, Bellingham
1993 to 2001  Commercial fishermen, Bristol Bay, Alaska
1993 – 1999  Executive Director, Washington Farmed Salmon Commission, Bellingham, WA
1989 – 1992  Sales Manager, Seafood Producers Cooperative, Bellingham, WA
1987 – 1989  Executive Director, American High Seas Fisheries Association, Seattle, WA
1982 – 1987  Executive Director, West Coast Fisheries Development Foundation, Portland, OR
1981 – 1982  Program Leader, South Carolina Sea Grant Marine Advisory Program, Charleston, SC
1975 – 1980  Marine Field Agent, Washington Sea Grant Marine Advisory Program, Bellingham, WA
1972 – 1975  Office and plant manager, New England Fish Co, Seattle and Alaska

PROFESSIONAL AFFILIATIONS
Pacific Shellfish Institute, Board Member
Pacific Aquaculture Caucus, Board Member
Nooksack Salmon Enhancement Association, Board Member, 1995 to 1999
Washington Agriculture & Forestry Education Foundation, 1997 graduate
Board and Commission Application

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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First Name Robert

Last Name Cecile

Date 12/7/2015

Street Address 4806 Beach Way

City Ferndale

Zip 98248

Do you have a different mailing address? Field not completed.

Primary Telephone 360-325-2000

Secondary Telephone Field not completed.

Email Address Bobc1952@yahoo.com

1. Name of Board or Committee Marine Resource Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? Yes

3. Which Council district do you live in? District 3

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you ever been a member of this Yes
Board/Commission?

If yes, please list dates: MRC from 2005 to 2013

7. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

8. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Retired civil engineer. Locally worked as public works director for Lynden and Ferndale and as project manager for Lummi Nation. I am currently serving on the Cherry Point Citizens Stewardship Committee. I have a B.S. in civil engineering.

9. Please describe why you're interested in serving on this board or commission

I enjoyed my previous time on the MRC, and would like to be involved again in some of the restoration type projects that are being planned.

References (please include daytime telephone number):

Field not completed.

Signature of applicant: Robert Cecile

Place Signed / Submitted: Ferndale WA
Board and Commission Application

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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First Name          Petur
Last Name           Sim
Date                12/30/2015
Street Address      2065 Diane Court
City                Ferndale
Zip                 98248

Do you have a different mailing address? Field not completed.

Primary Telephone   360319-4087
Secondary Telephone 360319-4087

Email Address       pete.sim@bp.com

1. Name of Board or Committee

Marine Resource Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? Yes

3. Which Council district do you live in? District 3

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes
6. Have you ever been a member of this Board/Commission?
   No

7. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

8. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education
   I have over 15 years of experience in the field of regulatory compliance, land use and natural resource management. I worked for Whatcom County as the Critical Areas Administrator, as a natural resource manager for David Evans and Associates and am currently working for the BP Cherry Point Refinery as an Environmental Engineer. I serve on the Department of Natural Resources Aquatic Reserve Implementation Committee as a BP/industry representative.

9. Please describe why you’re interested in serving on this board or commission
   I am interested in serving on this committee because I care about the health of the marine environment and have extensive experience in natural resource management and regulatory compliance. My experience working for the BP Cherry Point Refinery will provide the committee with an industry perspective on marine resource management and an opportunity for the committee to partner with an important stakeholder.

References (please include daytime telephone number):
   Jeff Chalfant (360)319-4599, Amy deVer (360)318-6283, Ed Miller (360)296-3639

Signature of applicant: Pete Sim

Place Signed / Submitted: Blaine, WA
Petur Sim  
(360)319-4087 • Pete.Sim@bp.com

Objective
To obtain a seat on the Whatcom County Marine Resources Committee.

Summary of Qualifications
Over 15 years of experience in the field of natural resource management, regulatory compliance, and land use management.

Professional Experience

2008-pres.  
BP Cherry Point Refinery - Blaine WA  
Sr. Environmental Engineer
- Manage permitting requirements at the BP Cherry Point dock for compliance with US Army Corps of Engineers, Washington State Department of Ecology, Washington State Department of Fish and Wildlife, and Whatcom County regulations.
- Serve on the Department of Natural Resources Aquatic Reserve Implementation Committee as a BP and industry representative.
- Manage the refinery’s oil spill prevention program.
- Serve and the Environmental Unit Lead and the Situation Unit Lead on the refinery’s Oil Spill Response Team.
- Oversee shoreline, wetland and wildlife habitat assessments on refinery property which is over 3,000 acres in size.
- Manage the construction, monitoring and maintenance activities for BP Cherry Point’s 220-acre advance wetland mitigation area located in Whatcom County.
- Developed and implemented the BP Cherry Point Citizen Science Amphibian Monitoring Team. This program uses citizen volunteers to carry out scientific monitoring of amphibian species richness in Cherry Point’s constructed wetlands.
- Manage approximately 2,500 acres of land (off-site) including the development and utilization of 220 acres of wetland mitigation, agricultural use, wildlife management/enhancement and recreational use agreements and assist with strategic land acquisitions.
- Work with the local Nooksack Salmon Enhancement Association to study and develop plans for fish habitat enhancement opportunities.

2005-2008  
David Evans and Associates - Bellingham, WA  
Environmental Manager
- Prepared biological evaluations, wetland delineations, feasibility studies, environmental checklists and written correspondence associated with environmental requirements.
- Prepared preliminary project designs, site layouts and exhibits.
- Coordinated project permitting with federal, state and local government agencies.
- Conducted site investigations to identify environmental features/constraints, evaluate suitability of project site, topography, and infrastructure/improvements.

1998-2005  
Whatcom County Planning and Development Services - Bellingham, WA  
Sr. Natural Resource Specialist
- Lead administrator of the Whatcom County Critical Areas Ordinance (wetlands & HCA’s), interpreted and implemented development regulations, and developed administrative policies and procedures.
- Represented Whatcom County at public hearings and prepared staff reports and recommendations to the Hearing Examiner and Council.
- Conducted compliance inspections and investigations for potential land use violations.
- Coordinated with internal/external legal representation as well as federal, state, tribal and local government agencies regarding land use and natural resource management issues.
- Conducted site investigations to delineate the regulated environments, evaluate suitability of project site, assess potential impacts and management issues, and determine conformity of existing improvements.
Education & Certifications

Wetland Mitigation Training - Portland State University
Wetland Delineation - Wetland Training Institute
Wetland Science Certification - University of Washington
Site Planning – University of Washington
B.S. Environmental Policy and Assessment - Western Washington University
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Paul Woodcock
Street Address: 1291 Deer Creek Drive
City: Ferndale
Mailing Address (if different from street address): __same__
Date: January 11, 2016
Day Telephone: 360-380-3356 Evening Telephone: __same__
E-mail address: paul.woodcock@comcast.net

1. Name of board or committee - please see reverse: Whatcom Parks and Recreation Commission

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) ☒ yes ( ) no

4. Which Council district do you live in? ________________________________________________ ( ) One ( ) Two ( ) Three

5. Are you a US citizen? ☒ yes ( ) no

6. Are you registered to vote in Whatcom County? ☒ yes ( ) no

7. Have you ever been a member of this Board/Commission? ☒ yes ( ) no

   If yes, dates: Currently finishing a four-year term

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ☒ yes ( ) no

   If yes, please explain: ______________________________________________________________

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   I am retired from the Whatcom Transportation Authority and a long-time board member of the North Cascades Audubon Society with a degree in Environmental Education. I have volunteered with County Parks for the past ten years.

10. Please describe why you’re interested in serving on this board or commission: As I finish a four-year term on this commission, I feel that I have gained the knowledge and experience to do the job well. I would be pleased to serve the county and its citizens through a second term to help support outdoor recreation for our future.

References (please include daytime telephone number): John Bower, WWU 650-7217; Deborah Harger, City of Bellingham, 543-9982; Jim Jorgensen, Port Commission retired 332-3474

Signature of applicant: __________ Paul Woodcock

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
Board and Commission Application

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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First Name: Kenneth
Last Name: Kiesner
Date: 1/6/2016
Street Address: 4213 Harrison St
City: Bellingham
Zip: 98229

Do you have a different mailing address? *Field not completed.*
Primary Telephone: 360.305.7984.
Secondary Telephone: 360.756.7515
Email Address: kkiesner@yahoo.com

Step 2
1. Name of Board or Committee: Parks and Recreation Commission
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? Yes
3. Which Council district do you live in? District 2
4. Are you a US citizen? Yes
5. Are you registered to vote in Whatcom County? Yes
6. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: 1/2012 - current

7. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions Field not completed.

8. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education Middle school science/social studies educator. Retired

9. Please describe why you’re interested in serving on this board or commission Current member and am applying for a second term.

References (please include daytime telephone number): Paul Leuthold 360.224.0196 Roger DeSpain 360.820.9121

Signature of applicant: Kenneth Kiesner

Place Signed / Submitted Bellingham, WA 9829
Board and Commission Application

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
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First Name Rachel
Last Name Cecka
Date 1/8/2016
Street Address 3470 Toad Lake Road
City Bellingham
Zip 98226
Do you have a different mailing address? Field not completed.
Primary Telephone 360 739-6373
Secondary Telephone 360 715-4197
Email Address rlucy@peacehealth.org

1. Name of Board or Committee
   Public Health Advisory Board

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? Yes

3. Which Council district do you live in? District 3
4. Are you a US citizen? Yes
5. Are you registered to vote in Whatcom County? Yes
6. Have you ever been a member of this Board/Commission? Yes
   If yes, please list dates: I'm applying for my second term. My first term ends on January 31, 2016
7. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? Yes
   If yes, please explain I am currently an employee of PeaceHealth Health System in Whatcom County. However, I do not believe that would mean I have any financial interest.
   You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions Field not completed.
8. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education I currently serve as the Director of Learning and Development for PeaceHealth. I have served in a learning professional role with PeaceHealth for 16 years and have developed a good understanding of the health opportunities and needs in Whatcom County. I have a shared interest in Community Health planning and our strategy for advancing health in Whatcom County. I have bachelor degree in Community Health and a masters degree in Organizational Psychology
9. Please describe why you’re interested in serving on this board or commission I have just completed my first term with the Public Health Advisory Board and would like to serve one more term. It has been a very rewarding experience to serve on the board and satisfy our advisory role to the Board of Health. A second term would allow me to continue contributing to the Board in my co-chair elect position and it would bring continuing to the policy development work we have underway.
References (please) Doug Benjamin, 360-202-6150 Chris Phillips, (360) 788-6819
include daytime telephone number):

Signature of applicant: Rachel Lucy Cecka
Place Signed / Submitted: Portland Airport
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Greg Ebc
Street Address: 8270 Sunrise Road
City: Caster, WA
Mailing Address (if different from street address):
Day Telephone: 360 366-5694 Evening Telephone: 360 366-3781 Cell Phone: 360 815-5255
E-mail address: greg@ebc.farms.com

1. Name of board or committee—please see reverse: Purchase of Development Rights

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) (X) yes ( ) no

4. Which Council district do you live in? ( ) One ( ) Two (X) Three

5. Are you a US citizen? (X) yes ( ) no

6. Are you registered to vote in Whatcom County? (X) yes ( ) no

7. Have you ever been a member of this Board/Commission? (X) yes ( ) no

If yes, dates: 2013 - Present

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes (X) no

If yes, please explain: _______________________________________________________________________

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

Seed potato farmer, retired professional engineer
Bachelor of Science in Civil Engineering

10. Please describe why you’re interested in serving on this board or commission:

I believe that the PDR program is a helpful tool to preserve agricultural land and the agriculture industry in Whatcom.

References (please include daytime telephone number): Marty McBury 815-7081
Jim Hall 739-8400 Cordy James 815-1356

Signature of applicant: [Signature]

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December 16, 2015

Mr. Jack Louws, Whatcom County Executive
311 Grand Avenue, Suite 108
Bellingham, WA 98225

Dear Executive Louws:

At yesterday’s Whatcom County Library System Board of Trustees meeting, the Board voted to recommend Brad Cornwell for the Position 3 vacancy. The term would run from February 1, 2016 through January 31, 2021.

Mr. Cornwell is one of the principals at RMC Architects in Bellingham. He is an avid library user and very involved in our community. He served for many years on the board of the YMCA as well as on the board of the Mount Baker Theatre. He is also active in the Bellingham Rotary Club. He lives in the Geneva area of Whatcom County.

Mr. Cornwell met with our Board Personnel Committee and they were impressed with his insightful questions about WCLS’s strategic plan and our efforts to remain relevant. This appointment comes at a time when his other volunteer commitments are waning, and his youngest daughter is heading off to college. He expects to have no difficulty attending WCLS meetings as he remains close to home in order to run his business.

All of these qualities, plus Mr. Cornwell’s calm, pleasant demeanor and significant board leadership experience put him in a great position to be an effective, welcome addition to our library board. We hope you will recommend his appointment to the County Council.

If you have any questions, please do not hesitate to contact me. Thank you for your consideration. We look forward to hearing the news of your appointment.

Sincerely,

Christine Perkins, Executive Director
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Brad Cornwall
Street Address: 1519 Fairview St
City: Bellingham, WA Zip Code: 98229
Mailing Address (if different from street address):
Day Telephone: 360-676-7193 Evening Telephone: 360-715-9041 Cell Phone: ---
E-mail address: brad.c@rmcanarchitects.com

1. Name of board or committee—please see reverse: Whatcom Co. Rural Library Board

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) yes ( ) no

4. Which Council district do you live in? One ( ) Two ( ) Three

5. Are you a US citizen? yes ( ) no

6. Are you registered to vote in Whatcom County? yes ( ) no

7. Have you ever been a member of this Board/Commission? ( ) yes ( ) no

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? Yes ( ) No ( )

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

10. Please describe why you’re interested in serving on this board or commission:

References (please include daytime telephone number):

Signature of applicant: Brad Cornwall

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### TITLE OF DOCUMENT:

Ordinance regarding the temporary installation of stop signs on North Lake Samish Road Bridge No. 107 with Project Update

### ATTACHMENTS:

1. Cover Memo
2. Agenda Bill
3. Ordinance
4. Lake Samish Bridge No. 107 Update

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

To comply with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install temporary traffic control signs on North Lake Samish Road Bridge No. 107.

### COMMITTEE ACTION:

### COUNCIL ACTION:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Memorandum

To: The Honorable Jack Louws, Whatcom County Executive and The Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director
James E. Lee, P.E., Engineering Manager

Date: January 12, 2016

Re: Ordinance regarding installation of temporary stop signs on the North Lake Samish Road Bridge No. 107

Enclosed for your review is the Project Update package for the North Lake Samish Road Bridge No. 107 Replacement project (CRP No. 913006).

Requested Action
Public Works respectfully requests that the County Council adopt the proposed ordinance to install temporary stop signs on North Lake Samish Road Bridge No. 107.

Background and Purpose
The existing North Lake Samish Road Bridge No. 107 is a 250’ long timber structure built in 1963. During the most recent bridge inspection there were areas of wood rot found in the tops the girders. A new load rating required that the bridge be severely weight restricted, to the point that school buses and fire district vehicles cannot use the bridge. The recommended short term solution is a stop sign controlled restriction of the bridge center span down to one lane. This option allows school bus and fire department traffic to utilize the structure during design and construction of a replacement. The County Road Engineer is recommending that these stop signs be installed as a temporary safety measure, until such time as the construction project to repair the deficiencies is completed.

Information
This ordinance will allow the temporary installation of stop signs for traffic control that is needed on North Lake Samish Road Bridge No. 107. This ordinance is necessary to comply with RCW 36.32.120 and 46.61.200 to install traffic control signs.

Please contact Doug Ranney at extension 6252 with any questions regarding this contract.
ORDINANCE NO._______

AN ORDINANCE REGARDING TEMPORARY INSTALLATION OF STOP SIGNS
ON THE NORTH LAKE SAMISH ROAD NO. 107

WHEREAS, in compliance with RCW 36.32.120 and 46.61.200, it is found necessary and expedient to install traffic control signs on certain County Roads; and

WHEREAS, the North Lake Samish Road Bridge No. 107 recently had a load rating inspection and it was determined that weight restrictions are necessary; and

WHEREAS, stop-controlled, single-lane traffic over the bridge center span will allow the bridge to meet the weight restriction requirements and allow the least amount of inconvenience to traffic; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that stop signs be installed on the North Lake Samish Road Bridge No 107 at both ends of the single lane restriction.

BE IT FURTHER ORDAINED that when the construction of the North Lake Samish Road Bridge No. 107 replacement is completed, the stop signs will be removed.

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this ordinance.

ADOPTED this ___ day of __________, 2016.

ATTEST:

Dana Brown-Davis, Council Clerk

Civil Deputy Prosecutor

APPROVED AS TO FORM:

Daniel L. Gibson

Approved

( ) Approved ( ) Denied

Jack Louws, Executive

Date: ______________________
LAKE SAMISH BRIDGE NO. 107 UPDATE

BACKGROUND
The existing North Lake Samish Road Bridge No. 107 is a five-span, 250’ long timber structure built in 1963. The bridge consists of wood glulam girders with timber piles and caps. This bridge provides access across the north end of Lake Samish and has an ADT of approximately 885. This project is listed as Item No. 30 on the 2016 Annual Construction Program.

PROBLEM
During the most recent in-depth bridge condition inspection there were areas of wood rot identified in the tops of most of the laminated girders supporting the wooden deck. This rot necessitated completion of a new load rating for the bridge to determine the loads that the bridge can safely carry. During work on the new load rating it also came to light that since the previous load rating had been completed in 2004 the American Institute of Timber Construction issued a technical memorandum requiring the allowable stresses for the type of glulam beams used in this bridge be reduced by 25%. The new load rating requires that the bridge be severely weight restricted, to the point that school buses and fire district vehicles cannot use the bridge.

SHORT TERM SOLUTION
To address this issue in the short term, the three alternatives below were investigated to address the load restriction in a manner that would allow use of the bridge by school buses and fire district vehicles:

1) **Removing and replacing the center span glulam girders with new glulam girders.** Estimated cost is $250,000; will take approximately 12 weeks to implement; may be considered permanent repair

2) **Bolstering the center span by installing steel girders to assist the glulam girders.** Estimated cost is $450,000; will take approximately 12 weeks to implement, may be considered permanent repair

3) **Restricting the bridge to one lane by installing channelization devices and signage.** Estimated cost is $15,000; will take approximately 3 weeks to implement; temporary repair

Multiple factors were considered when comparing these alternatives; cost, constructability and designation of temporary vs permanent repair status (the County’s ability to obtain federal grant funding through the Bridge Replacement Advisory Committee (BRAC) is greatly reduced if a repair to a structure is determined to be a permanent repair).

RECOMMENDATION
After careful consideration we are recommending alternative 3, restriction of the bridge center span down to one lane. This option allows school bus and fire department traffic to utilize the structure while maintaining eligibility for BRAC funding as the structurally deficient designation is retained.
The attached plan sheets show the proposed center span lane reduction channelizing devices and associated signage for alternative #3.

Public outreach will be of importance for this traffic revision for notification of the new single lane condition. As such an informative mailer will be sent to the impacted local residents and a project page will be setup on the Whatcom County website to provide additional information and updates as needed.

**LONG TERM SOLUTION**
The long term solution is to begin work to develop a replacement of the existing bridge. As noted earlier, this project is listed as Item No. 30 on the 2016 Annual Construction Program with $150,000 in preliminary engineering funds to begin work on a type, size and location (TS&L) study and preliminary engineering of the selected bridge replacement type.
NOTES

- REMOVE DOUBLE "YELLOW PAINT STRIPE BETWEEN STOP BARS"
- FLEXIBLE DELINEATOR POSTS SHALL BE 48 INCHES TALL AND FASTEN PER MANUFACTURERS RECOMMENDATIONS.
- INSTALL POST TRUCK WEIGHT LIMIT SIGNS AT EACH END OF THE BRIDGE.
- INSTALL "TRAFFIC REVISION AHEAD" SIGNS WITH FLAGS ON ROY RD, N. LAKE SAMISH RD AND W. LAKE SAMISH RD.

TYPICAL SECTION - CENTER SPAN
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>MDC</td>
<td>1/13/16</td>
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<td>01/26/16</td>
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<td>Division Head:</td>
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<td>Finance Committee; Council</td>
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**TITLE OF DOCUMENT:** Amendment No. 4 of the 2016 Budget

**ATTACHMENTS:** Ordinance, Memoranda & Budget Modification Requests

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
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<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( X ) NO</td>
<td>Requested Date:</td>
<td></td>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Supplemental #4 requests funding from the Conservation Futures Fund:

1. To reappropriate $400,000 to fund Lummi Island Heritage Trust Conservation and Access Easement.

2. To appropriate $300,000 to partially fund East Whatcom Regional Resource Center expansion project.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
</table>
WHEREAS, the 2015-2016 budget was adopted November 25, 2014; and,
WHEREAS, changing circumstances require modifications to the approved 2015-2016 budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2015-2016 Whatcom County Budget Ordinance #2014-065 is hereby amended by adding the following additional amounts to the 2016 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
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<tbody>
<tr>
<td>Conservation Futures Fund</td>
<td>400,000</td>
<td>-</td>
<td>400,000</td>
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<tr>
<td>Real Estate Excise Tax Fund I</td>
<td>300,000</td>
<td>-</td>
<td>300,000</td>
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<tr>
<td>Total Supplemental</td>
<td>700,000</td>
<td>-</td>
<td>700,000</td>
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</table>

ADOPTED this ___ day of __________________, 2016.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

( ) Approved       ( ) Denied

Jack Louws, County Executive

Date: ____________________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
### Summary of the 2016 Supplemental Budget Ordinance No. 4

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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<tbody>
<tr>
<td>Conservation Futures Fund</td>
<td>To reappropriate funding for Lummi Island Heritage Trust Conservation and Access Easement.</td>
<td>400,000</td>
<td>-</td>
<td>400,000</td>
</tr>
<tr>
<td>Real Estate Excise Tax Fund I</td>
<td>To partially fund East Whatcom Regional Resource Center expansion project.</td>
<td>300,000</td>
<td>-</td>
<td>300,000</td>
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<tr>
<td>Total Supplemental</td>
<td></td>
<td>700,000</td>
<td>-</td>
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MEMORANDUM

TO: Jack Louws, Executive and Members of the Whatcom County Council

FROM: Michael McFarlane, Director

DATE: January 13th, 2016

RE: Budget Supplemental #2126- Lummi Island Heritage Trust Conservation and Access Easement

Attached for your approval is a budget supplemental number 2126 in the amount of $400,000 to purchase a conservation and public access easement from the Lummi Island Heritage Trust. This request is for a reappropriation of a supplemental that was approved by Council in November last year.

Due to delays in reviewing the easement document, this transaction was delayed beyond the calendar year.

Please contact me at 5855 if you have any questions or require additional information.

Thank you
Supplemental Budget Request

Parks & Recreation

<table>
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<th>Fund</th>
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<td>2126</td>
<td>175</td>
<td>17500</td>
<td>Michael McFarlane</td>
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Expenditure Type: One-Time  Year 2  2016  Add'l FTE  Add'l Space  Priority 1

Name of Request: Reappropriate Lummi Island Heritage Trust Easement

X

Department Head Signature (Required on Hard Copy Submission)  Date

Costs:

<table>
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<th>Object</th>
<th>Object Description</th>
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<tr>
<td>Request Total</td>
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<td>$400,000</td>
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1a. Description of request:

The County will cost share with the Lummi Island Heritage Trust on the acquisition of the 105 acre rock quarry on Lummi Island. The Heritage Trust will own and manage the property and the County will hold a conservation and public access agreement on the property. The property consists of the 20 acre rock quarry, 80 acres of forested uplands and approximately 4,000 feet of saltwater frontage on Hale Passage.

1b. Primary customers:

The public. Benefits include access to the shoreline and upland areas for passive recreation.

2. Problem to be solved:

The Lummi Island Heritage Trust has put together a funding strategy to acquire the quarry property. Public shoreline access on Lummi Island is very limited and the community has concerns regarding future mining and water availability. In a lead capacity, the Trust has made application for restoration and acquisition grants and will undertake the long term management of the property. With limited resources and grant funding, the Trust has requested the County partner to help in acquiring the site. In return for providing funding, the County will have a conservation and public access easement on the property.

3a. Options / Advantages:

The cost of the acquisition is $1,550,000 with the County being asked to provide $400,000 in funding. The Trust will own, restore and manage the site while the County will retain a conservation and public access easement. This will ensure future protection of the site and its resources while providing public access for passive recreational purposes. The Heritage Trust will incur the future costs for restoration and management.

3b. Cost savings:

Partnering with the Trust is a cost effective strategy to restoring the site and providing public access. The Trust has pulled together a funding coalition consisting of the Northwest Straits Foundation, Whatcom County, Washington Department of Natural Resources and private donors to help fund the $1,550,000 acquisition.

4a. Outcomes:

Title to the property has been transferred to the Lummi Island Heritage Trust. Upon approval and recording of the conservation and public access easements, payment will be made to the Trust.

4b. Measures:

The Lummi Island Heritage Trust will own the property and the County will own the easements. The Trust will proceed with plans to restore the site and the public will have access.

5a. Other Departments/Agencies:

The Trust will need the appropriate County, State and Federal permits. Other agencies involved in permitting include Department of Ecology, Department of Natural Resources, Department of Fish and

Wednesday, January 13, 2016

Rpt: Rpt Suppl Regular

261
<table>
<thead>
<tr>
<th>Supplemental Budget Request</th>
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<tbody>
<tr>
<td><strong>Status:</strong> Pending</td>
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### Parks & Recreation

| Supp1 ID # | 2126 | Fund | 175 | Cost Center | 17500 | Originator: Michael McFarlane |

Wildlife, US Fish & Wildlife and Army Corps of Engineers.

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

N/A

6. Funding Source:

Conservation Futures ($400,000)
Supplemental Budget Request

Status: Pending

Non-Departmental

<table>
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<td>32600</td>
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Expenditure Type: One-Time

Year 2 2016 Add'l FTE Box

Add'I Space Box

Priority 1

Name of Request: REET Trf to support EWRRC Expansion Project

X

Department Head Signature (Required on Hard Copy Submission) Date

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<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
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<tr>
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1a. Description of request:
Transfer to support the East Whatcom Regional Resource Center's food bank distribution center construction project. See EWRRC Project Budget Supplemental ID 2123.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
REET I
### TITLE OF DOCUMENT:
Amendment No. 7 to Ordinance No. 2008-025 Project Budget No. 2 (Which Established the Initial East Whatcom Regional Resource Center Project Budget)

### ATTACHMENTS:
* Ordinance & Budget Modification Request

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>Yes</th>
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<tbody>
<tr>
<td>SEPA review completed?</td>
<td>Yes</td>
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</table>

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**
(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Amendment #7 requests funding for the East Whatcom Regional Resource Center Fund:

1. To appropriate $1,050,000 to fund expansion of the East Whatcom Regional Resource Center to include a food bank distribution center as well as other multi-use programming space.

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**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**
ORDINANCE NO. __________

AMENDMENT NO. 7 TO ORDINANCE NO. 2008-025 PROJECT BUDGET NO. 2
(WHICH ESTABLISHED THE INITIAL EAST WHATCOM REGIONAL RESOURCE CENTER PROJECT BUDGET)

WHEREAS, the initial construction of the East Whatcom Regional Resource Center (EWRRC) was substantially completed in 2011, and

WHEREAS, the Opportunity Council has secured a $750,000 Community Development Block Grant, and Whatcom County has committed $300,000 of Real Estate Excise Tax I funds, to add a food bank distribution center and space for multi-use programming to the East Whatcom Regional Resource Center,

NOW THEREFORE BE IT ORDAINED by the Whatcom County Council that Ordinance No. 2008-025 is hereby amended adding $1,050,000 of expenditure authority to the original project budget and subsequent amendments, for a total amended project budget of $6,097,571.

ADOPTED this ___ day of ____, 2016.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM: ( ) Approved ( ) Denied

Jack Louws, Executive

Date: ______________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor
1a. Description of request:
Expansion project for the East Whatcom Regional Resource Center to construct a new food bank distribution center as well as other multi-use programming space. This project is partially funded by a Community Development Block Grant (CDBG) from the Washington State Department of Commerce ($750,000), which grant will be passed through to the Opportunity Council as subrecipient. There is also funding from the County's Real Estate Excise Tax Fund I ($300,000).

1b. Primary customers:
Low and moderate income residents in east Whatcom County

2. Problem to be solved:
The project is described in the CDBG grant application approved by Council in Spring 2015. We are now entering into a Subrecipient Agreement with Opportunity Council, who will complete the project scope of work and fulfill the grant contract requirements.

3a. Options / Advantages:
N/A

3b. Cost savings:
N/A

4a. Outcomes:
Completion of new construction of an expansion of the EWRRC building, and delivery of occupancy permit.

4b. Measures:
Ongoing reports will be required of the Opportunity Council, who will be working under supervision of our County Facilities staff.

5a. Other Departments/Agencies:
County Parks Department will continue to maintain an operating agreement with Opportunity Council for the EWRRC, and the County Facilities staff will have some oversight of the construction process. The Opportunity Council will be managing the project.

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

6. Funding Source:
HUD, through Washington State Department of Commerce's CDBG Program ($750,000)
Real Estate Excise Tax Fund I transfer - in ($300,000)

Wednesday, January 13, 2016