**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
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**TITLE OF DOCUMENT:**
Presentation by Puget Sound Energy on Thermal Electric Generating Facilities

**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.)

Presentation by Puget Sound Energy on Thermal Electric Generating Facilities

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

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<th>Ordinance or Resolution Number:</th>
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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.
### CLEARANCES

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### TITLE OF DOCUMENT:

Update on Drayton Harbor Shellfish Growing Area Reclassification

### 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.)

State agency staff will provide an overview of the reclassification of the Drayton Harbor Shellfish Growing Area. Following over 20 years of community efforts to improve water quality, 810 acres of the shellfish growing area are being upgraded to an “Approved” classification and will be open to commercial shellfish harvest throughout the year.

### COMMITTEE ACTION:

### COUNCIL ACTION:

<table>
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WHATCOM COUNTY COUNCIL AGENDA BILL

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TITLE OF DOCUMENT:
Amendment No. 2 to Ordinance No. 2012-050 associated with the Birch Bay Drive and Pedestrian Facility Project Based Budget fund (cost center 339100, CRP #907001). This amendment will add budget authority in the amount of $500,000 for Land Acquisition and Preliminary Engineering Services for a new current project budget expenditure amount of $2,700,000.

ATTACHMENTS:
1. Cover Memo to County Executive and Council
2. Ordinance
3. Exhibit A - Project Budget Request Form
4. Project Narrative

SEPA review required? ( ) Yes ( x ) No
SEPA review completed? ( ) Yes ( x ) No
Should Clerk schedule a hearing? ( ) Yes ( x ) No
Requested Date: 11/22/16

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.)
Requesting Council approval for the additional budget authority in the Birch Bay Drive and Pedestrian Facility Project Based Budget fund, for a new current budget expenditure amount of $2,700,000. This authorization will fund Land Acquisition and remaining preliminary engineering (design phase).

Current project status is design at 90% complete, all permits submitted and working through regulatory channels, and 25% of the property acquisition completed.

COMMITTEE ACTION:

COUNCIL ACTION:
11/22/2016: Introduced 7-0

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 P. Karcher, P.E., Engineering Manager

Date: November 7, 2016

Subject: Amendment No. 2 to Ordinance 2012-050 Amending the Birch Bay Drive and Pedestrian Facility Project Based Budget Fund, Cost Center 339100, CRP #907001

Enclosed for your review and signature is one (1) original of Amendment No. 2 to Ordinance 2014-050 associated with the Birch Bay Drive and Pedestrian Facility Project Based Budget fund.

Requested Action
Public Works respectfully requests that the County Council and the County Executive sign the ordinance amending the Birch Bay Drive and Pedestrian Facility Project Based Budget Fund.

Background and Purpose
The Birch Bay Drive and Pedestrian Facility Project Based Budget Fund was established by Ordinance 2012-050 for an amount of $1,072,324 on November 27, 2012. On June 17, 2014, Ordinance 2014-036 amended the project fund amount to $2,200,000 for consultant design services. This request is to amend the project fund amount by $500,000, for Land Acquisition and Preliminary Engineering (design phase) services, bringing the current project budget authority to $2,700,000 and extending the time frame through 2019.

Current project status is design at 90% complete, all permits submitted and working through regulatory channels, and 25% of the property acquisition completed.

As Land Acquisition is finalized in early 2017, and related design issued completed, the Council can expect an additional Supplemental Budget Request for Construction funds in 2017.

Funding Amount and Source
The Land Acquisition and Preliminary Engineering work will be funded from Local Funds. Sufficient budget authority exists in the approved 2016 Road Fund Capital Budget.

Please contact Jim Karcher at extension 6271, if you have any questions or concerns regarding the terms of this agreement.
ORDINANCE NO.________

AMENDMENT No. 2 TO ORDINANCE No. 2012-050 ESTABLISHING THE BIRCH BAY DRIVE AND PEDESTRIAN FACILITY PROJECT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR CRP No. 907001

WHEREAS, the preliminary engineering (design phase) of the Birch Bay Drive and Pedestrian Facility is over 90% complete, with all permits submitted and property rights acquisition being prosecuted diligently, and;

WHEREAS, it is necessary to add to the project budget to continue the property acquisition phase and the remaining design phase, and;

WHEREAS, there is sufficient budget authority in the approved 2016 Road Fund Capital Budget, and;

WHEREAS, a County Road Project identified as CRP No. 907001 titled “Birch Bay Drive and Pedestrian Facility” is listed as project priority No. 1 on both the STIP and ACP, and

WHEREAS, this is a multi-year capital project requiring budget approval, and the time frame associated with the work is anticipated to extend into 2019, and;

NOW, THEREFORE, BE IT ORDAINED, by the Whatcom County Council, that Ordinance No. 2012-050, associated with establishing the project based budget and initiating the design phase, is hereby amended by adding an additional amount of $500,000 of expenditure authority to the project budget for a new current project budget expenditure amount of $2,700,000 as described in Exhibit “A”.

ADOPTED this ___ day of __________, 2016.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

Daniel L. Gibson
Chief Civil Deputy Prosecutor

( ) Approved   ( ) Denied

Jack Louws, Executive   Date
### Project Based Budget - Budget Request Tracking Sheet

**Project Title:** Birch Bay Drive and Pedestrian Facility  
**Project Codes:** CRP No. 907001; Cost Center 339100  
**Project Based Budget Request:** No. 3  
**Duration Requested:** 4 yrs (2016, 2017, 2018, 2019)

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**TOTAL**  
$2,200,000 $500,000 $2,700,000

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**TOTAL**  
$2,200,000 $500,000 $2,700,000
Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s): 2017 / 2018 / 2019

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed #R1 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, R/W acquisition began in 2016 and construction is planned for 2017 / 2018 / 2019. Additional funding sources will be pursued as they become available.

| Total Estimated Project Cost: | $11,450,000 |
| Expenditures to Date: | $1,850,000 |
| Funding Sources: | |
| Federal | $3,172,000 (STP and TAP) |
| State | $0 |
| Local | $8,278,000 |

Environmental Permitting
Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act

Right-of-Way Acquisition (Estimate) $700,000
County Forces (Estimate) N/A
Supplemental Budget Request

Public Works

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Engineering Design/Const

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<td>Randy Rydel</td>
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Expenditure Type: One-Time
Year: 2016
Priority: 1

Name of Request: Birch Bay Dr and Ped Facility-Suppl for R/W funds

Department Head Signature (Required on Hard Copy Submission) 11/9/16

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1a. Description of request:

This Birch Bay community-driven project is located parallel to Birch Bay Drive and consists of a Public Works project to construct a 1.58 mile separated berm with pathway to encourage pedestrian use along the waterfront from Cedar Avenue to the mouth of Terrell Creek. Several key attributes of the project will be pedestrian safety with the separated trail, drainage improvements, and a soft shore berm to protect the Birch Bay Drive roadway from storm damage. In addition, the project will provide mitigation for beach erosion. It is the #1 priority project for the Public Works Department’s 2016 & 2017 Annual Construction Programs.

This supplemental budget request will add expenditure authority of $500,000 to the existing project based budget for a new current expenditure authority of $2,700,000. The additional expenditure authority will fund the acquisition of property rights needed for the project, as well as fund any remaining preliminary engineering issues related to property acquisition andpermitting.

1b. Primary customers:

The primary customers of this project are the citizens of Whatcom County, residents of the Birch Bay community, and anyone who benefits from the recreational use of the Birch Bay waterfront beach.

2. Problem to be solved:

This supplemental budget request will provide the budget authority to complete preliminary engineering and continue the acquisition phase.

3a. Options / Advantages:

This option is the best option because it adds budget authority to the existing project based budget and is reviewed & approved by Council and Executive. Moving forward with this request will work towards project completion.

3b. Cost savings:

There are no specific cost savings associated with this request.

4a. Outcomes:

The outcome will be that there is sufficient budget authority to finalize preliminary engineering issues and continue with property rights acquisition without delay. These two phases are anticipated to be complete in early 2017.

4b. Measures:

When all property rights have been acquired to accommodate the project design, then FHWA and WSDOT will certify the property acquisition phase and allow the project to proceed to the construction
phase. Success will be measure by achieving the 'certification', and when the construction phase is authorized, then Whatcom County can obligate additional federal grant funds related to construction ($1,610,000).

5a. Other Departments/Agencies:
N/A

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

6. Funding Source:
The funding source is Local Road Funds and there is sufficient budget authority in the approved 2016 Road Fund Capital Budget.
Amendment to Whatcom County Code Title 2, Chapter 2.120, Section 2.120.040 Membership-Term of Office for the Surface Mining Advisory Committee

**ATTACHMENTS:**
1. Cover letter
2. Draft Ordinance and Exhibit

**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.)

The proposed amendments would change the member terms of the Surface Mining Advisory Committee from 2 years to 4 years. Three committee members' first term would be extended by 2 years. Six committee members' second term would be extended by 2 years.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
11/22/2016: Introduced 7-0

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
FROM:   Joshua Fleischmann, Planner
THROUGH: Mark Personius, Assistant Director
DATE:   November 10, 2016
SUBJECT: Amendment to Whatcom County Code Title 2, Chapter 2.120, Section 2.120.040 Membership - Term of Office for the Surface Mining Advisory Committee

The proposed ordinance will amend Section 2.120.040 Membership - Term of Office for the Surface Mining Advisory Committee (SMAC). Presently, member terms are two years long. The proposed amendment would change the member terms to four years. The present term of each committee member would therefore be extended by two years.

Six of the ten appointed members' 2nd two-year terms are expiring and they are not currently eligible to reapply. The other three members (1 position is vacant) have yet to attend a meeting, as the last SMAC meeting was in December 2014. Under the current county code, in 2017 only 1 of the 11 members (representative of agriculture from the Conservation District which is not appointed and therefore not counted above) will have attended a SMAC meeting.

As part of the 2016 Comprehensive Plan Update, an existing policy was amended in part to read:

- Policy 8Q-1: Through a county-led countywide assessment, seek to identify and designate potential commercially significant mineral resource lands, to meet future demand, compatible with water resources, agricultural lands, forest lands and other GMA goals.

A county-led countywide assessment was recommended and supported by the Whatcom County Surface Mining Advisory Committee, Planning Commission, and County Council.

Whatcom County PDS is planning to begin review of potential mineral resource lands at the countywide level this winter. The six members presently not eligible to reapply to the committee are familiar with the mineral resource lands portion of the
zoning code and comprehensive plan and provided review and comments as part of the development of the Aggregate Resource Inventory 2014 Study Update that helps provide a basis for the countywide review. These six members have shown interested in continuing to serve on the committee.

Staff believes that this amendment is in the best interested of the stability of the Surface Mining Advisory Committee, as it allows members to serve up to eight years on the committee instead of four years. Staff also believes that the continuity to the current committee offered by this amendment will allow for a more efficient countywide review of potential designation of mineral resource lands.

If you have any questions, please contact Joshua Fleischmann at jfleisch@co.whatcom.wa.us.
PROPOSED BY: JRF
INTRODUCTION DATE: 11/22/2016

ORDINANCE #____________

AMENDMENT TO WHATCOM COUNTY CODE TITLE 2, CHAPTER 2.120, SECTION 2.120.040 MEMBERSHIP-TERM OF OFFICE FOR THE SURFACE MINING ADVISORY COMMITTEE

WHEREAS, The Whatcom County Surface Mining Advisory Committee is comprised of 11 members appointed by the County Council; and

WHEREAS, Member terms are two years long; and

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

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

WHEREAS, Six committee members 2nd two-year terms are expiring and they are currently not eligible to reapply; and

WHEREAS, One position is currently vacant; and

WHEREAS, The Surface Mining Advisory Committee has not met since December 2014; and

WHEREAS, Under the current county code, in 2017 only 1 of 11 members will have attended a meeting; and

WHEREAS, Whatcom County is beginning work on a county-wide review of Designated Mineral Resource Lands; and

WHEREAS, The current Surface Mining Advisory Committee members are familiar with the mineral resource lands portion of the zoning code and comprehensive plan; and

WHEREAS, The current Surface Mining Advisory Committee provided review and comments as part of the development of the Aggregate Resource Inventory 2014 Study Update that helps provide a basis for the county-wide review of Designated Mineral Resource Lands; and

WHEREAS, All six committee members not presently eligible to reapply are willing to continue serving on the committee.

NOW, THEREFORE, BE IT ORDAINED that the current terms of the following SMAC positions be extended from 2 years to 4 years; thereafter the terms will be for four years:

- Surface Mining Material User, term will expire January 31, 2019
- Geologist, term will expire January 31, 2019
• Potable domestic groundwater supply (preferably a public water system representative or private well owner), term will expire January 31, 2020
• Civil or geo-technical engineer with no direct or indirect financial business ties to the industry, term will expire January 31, 2019
• Citizen who lives in close proximity to active mining or mineral overlay areas, term will expire January 31, 2019
• Forestry, term will expire January 31, 2019
• Member of the Surface Mining Industry, term will expire January 31, 2019
• Member of the Surface Mining Industry, term will expire January 31, 2019
• Environmental Consultant, term will expire January 31, 2019

NOW, THEREFORE, BE IT FINALLY ORDAINED that Whatcom County Code Chapter 2.120 be amended as shown in Exhibit A.

ADOPTED this __________ day of __________, 2016

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_________________________ ____________________________
Dana Brown-Davis, Council Clerk Barry Buchanan, Chairperson

APPROVED as to form: ( ) Approved ( ) Denied

_________________________
Civil Deputy Prosecutor

_________________________
Jack Louws, Executive

Date: ______________________

Exhibit A

Title 2 Administration and Personnel Amendments

Chapter 2.120
SURFACE MINING ADVISORY COMMITTEE

2.120.040 Membership - Term of Office
A. The committee shall consist of the following individuals:
   1. One civil or geotechnical engineer with no direct or indirect financial business ties to the industry;
   2. One material user;
   3. One geologist;
   4. Two members of the surface mining industry;
   5. One citizen who lives in close proximity to active mining, mineral overlay area, or quarry;
   6. One representative of agriculture from the conservation district;
   7. One representative of forestry;
   8. One representative of ground water as a potable, domestic supply, specifically a public water system or private well owner;
   9. One ecologist;
   10. One environmental consultant.

B. Committee members shall be appointed by the county council. Member terms will be two years; provided, that terms of members first appointed will be staggered so that half of the committee members shall be appointed for one year. (Ord. 2000-017).

C. When considering applications for appointments to this committee, county council should stagger the terms such that the term limit requirement in WCC 2.03.030 does not cause more than five positions to expire simultaneously.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**EXECUTIVE:**

**TITLE OF DOCUMENT:**
Ordinance amending WCC 6.04, Animal Control

**ATTACHMENTS:**

**SEPA review required?** ( ) Yes ( ) NO
**SEPA review completed?** ( ) 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.)
Ordinance amending WCC 6.04, Animal Control

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
11/22/2016: Introduced 7-0

**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.
ORDINANCE NO. ________

AMENDING WHATCOM COUNTY CODE
CHAPTER 6.04, ANIMAL CONTROL

WHEREAS, Section 6.04 of the Whatcom County Code (WCC) provides regulations within the unincorporated areas of Whatcom County and specific controls within designated urban areas of Whatcom County to control animal conduct; and

WHEREAS, Ordinance No. 2009-053 adopted WCC 6.04.232 to provide a process in the Whatcom County District Court for an animal owner to contest a declaration of dangerous or potentially dangerous dog made by the animal control authority; and

WHEREAS, WCC 6.04.232 currently provides for the payment of a filing fee when a request for a hearing to contest a declaration of dangerous dog or potentially dangerous dog is filed in the Whatcom County District Court and the provision is silent on the requisite burden of proof in a such a contested hearing; and

WHEREAS, a Washington Court of Appeals, in Downey v. Pierce County, 165 Wn. App. 152 (2011), held that requiring a fee for such a contested hearing violated the animal owner’s right to due process, and the court further determined that the county needed to prove its case by a preponderance of evidence.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that WCC 6.04.232 is hereby amended as outlined in Exhibit A to this ordinance.

ADOPTED this ___ day of ________, 2016.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Karen N. Frakes
Civil Deputy Prosecutor

Jack Louws
County Executive

( ) Approved   ( ) Denied

Date Signed: ______________________
EXHIBIT A

6.04.232 Contested hearing.
Following service of a declaration of dangerous or potentially dangerous dog, the owner or
keeper may, within five business days of receipt of the declaration, or within five business days
of publication of the declaration pursuant to WCC 6.04.090(B)(3), request a hearing contesting
such actions through the district court of Whatcom County.

If owner or keeper wishes to request a hearing, they must do so in person at the District Court of
Whatcom County Offices, Whatcom County Courthouse, 311 Grand Avenue, Suite 401,
Bellingham, Washington 98225. Animal owner or keeper shall:

A. Pay the currently established district court filing fee for civil actions; and

B. A. File with the district court clerk a petition which shall contain the following information:

1. Date of declaration with a copy attached;

2. Statements giving basis as to why petitioner believes the decision should be
reversed;

3. Names, addresses and phone numbers of any witnesses who will appear on
petitioner’s behalf; and

4. Current address and daytime phone number where petitioner can be contacted.

B. No filing fee shall be charged by District Court.

C. If an animal(s) has been impounded, petitioner shall seek an expedited hearing.

D. It is the petitioner’s responsibility to notify the animal control authority within 48 hours of the
filing. If the last day for notification falls on a day that the animal control authority is closed for
business, the petitioner has until the next business day to provide notice. (Ord. 2009-053 Exh.
C).

E. At the hearing, the animal control authority has the burden of proving by a preponderance of
the evidence that the dog declared dangerous or potentially dangerous falls within the definition
of WCC 6.04.020(H) or WCC 6.04.020(Q).
### CLEARANCES

<table>
<thead>
<tr>
<th>Originator</th>
<th>Initial</th>
<th>Date</th>
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</thead>
<tbody>
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<tr>
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<tr>
<th>Executive</th>
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</tbody>
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### TITLE OF DOCUMENT: 2016 Supplemental Budget Request #18

**ATTACHMENTS:** Ordinance, Memoranda & Budget Modification Requests

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( X ) NO</td>
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</table>

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

<table>
<thead>
<tr>
<th>Requested Date</th>
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</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</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.)

**Supplemental #18 requests funding from the General Fund:**

1. To appropriate $14,500 in County Clerk to fund 2016 27th payroll.

2. To appropriate $60,154 in Health to fund OSS loan program from grant proceeds.

3. To appropriate $2,500 in Hearing Examiner to fund 2016 27th payroll

4. To appropriate $91,000 in Public Defender to fund 2016 27th payroll.

5. To appropriate $61,085 in the Sheriff's Office to fund reimbursable overtime increase.

6. To appropriate $20,390 in the Sheriff’s Office to fund Operation Stonegarden program patrols from grant proceeds.

7. To appropriate $32,000 in Superior Court to fund 2016 27th payroll.

8. To appropriate $4,200 in WSU Extension to fund 2016 27th payroll.

### From the Jail Fund:

9. To appropriate $178,000 to fund 2016 27th payroll.

### From the Countywide Emergency Medical Services Fund:

10. To appropriate $25,165 to fund adjustments to 2016 EMS budget.

### From the Ferry Fund:

11. To appropriate $110,000 to fund end of year additional wage and operations costs.

### COMMITTEE ACTION:

### COUNCIL ACTION:

11/22/2016: Introduced 7-0

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
</table>
ORDINANCE NO.
AMENDMENT NO. 18 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>
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</thead>
<tbody>
<tr>
<td>County Clerk</td>
<td>14,500</td>
<td>-</td>
<td>14,500</td>
</tr>
<tr>
<td>Health</td>
<td>60,154</td>
<td>(60,213)</td>
<td>(59)</td>
</tr>
<tr>
<td>Hearing Examiner</td>
<td>2,500</td>
<td>-</td>
<td>2,500</td>
</tr>
<tr>
<td>Public Defender</td>
<td>91,000</td>
<td>-</td>
<td>91,000</td>
</tr>
<tr>
<td>Sheriff</td>
<td>81,475</td>
<td>(81,475)</td>
<td>-</td>
</tr>
<tr>
<td>Superior Court</td>
<td>32,000</td>
<td>-</td>
<td>32,000</td>
</tr>
<tr>
<td>WSU Extension</td>
<td>4,200</td>
<td>-</td>
<td>4,200</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>285,829</td>
<td>(141,688)</td>
<td>144,141</td>
</tr>
<tr>
<td>Jail Fund</td>
<td>178,000</td>
<td>-</td>
<td>178,000</td>
</tr>
<tr>
<td>Countywide Emergency Medical Services Fund</td>
<td>25,165</td>
<td>-</td>
<td>25,165</td>
</tr>
<tr>
<td>Ferry Fund</td>
<td>110,000</td>
<td>-</td>
<td>110,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>598,994</td>
<td>(141,688)</td>
<td>457,306</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of ______________________, 2016.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Chair of the Council

( ) Approved   ( ) Denied

Jack Louws, County Executive

Date: ______________________

I:\BUDGET\SUPPLS\2016_Suppl\Supplemental #18-2016.docx
<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>General Fund</td>
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<td></td>
<td></td>
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<tr>
<td>County Clerk</td>
<td>To fund 2016 27th payroll.</td>
<td>14,500</td>
<td>-</td>
<td>14,500</td>
</tr>
<tr>
<td>Health</td>
<td>To fund OSS loan progress from grant proceeds.</td>
<td>60,154</td>
<td>(60,213)</td>
<td>(59)</td>
</tr>
<tr>
<td>Hearing Examiner</td>
<td>To fund 2016 27th payroll.</td>
<td>2,500</td>
<td>-</td>
<td>2,500</td>
</tr>
<tr>
<td>Public Defender</td>
<td>To fund 2016 27th payroll.</td>
<td>91,000</td>
<td>-</td>
<td>91,000</td>
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<tr>
<td>Sheriff</td>
<td>To fund reimbursable overtime increase.</td>
<td>61,085</td>
<td>(61,085)</td>
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<tr>
<td>Sheriff</td>
<td>To fund operation Stonegarden program patrols from grant proceeds.</td>
<td>20,390</td>
<td>(20,390)</td>
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<tr>
<td>Superior Court</td>
<td>To fund 2016 27th payroll.</td>
<td>32,000</td>
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<tr>
<td>WSU Extension</td>
<td>To fund 2016 27th payroll.</td>
<td>4,200</td>
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<tr>
<td><strong>Total General Fund</strong></td>
<td></td>
<td>285,829</td>
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<td>Jail Fund</td>
<td>To fund 2016 27th payroll.</td>
<td>178,000</td>
<td>-</td>
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<td>Countywide Emergency Medical Services Fund:</td>
<td>To fund adjustments to 2016 EMS budget.</td>
<td>25,165</td>
<td>-</td>
<td>25,165</td>
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<tr>
<td>Ferry Fund</td>
<td>To fund end of year additional wage and operations costs.</td>
<td>110,000</td>
<td>-</td>
<td>110,000</td>
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<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>598,994</td>
<td>(141,688)</td>
<td>457,306</td>
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</tbody>
</table>
Supplemental Budget Request

Status: Pending

County Clerk

Supp1 ID #: 2227  Fund 1  Cost Center 3150  Originator: M Caldwell

Expenditure Type: One-Time  Year 2  2016  Add'l FTE  □  Add'l Space  □  Priority 1

Name of Request: County Clerk - 27th Payroll

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
<td>$14,500</td>
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<tr>
<td>Request Total</td>
<td></td>
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<td>$14,500</td>
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</table>

1a. Description of request:
A 27th payroll is posted to the accounting records once every seven years due to our payroll periods being every two weeks rather than twice a month. Most departments can cover the extra expenses due to employee turnovers and vacancies or lapse in other parts of the budget. County Clerk is one department that may not have enough lapse.

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:

Thursday, November 10, 2016
Supplemental Budget Request

Status: Pending

Health

Supp'l ID # 2212  Fund 1 Cost Center 654400  Originator: Patty Proctor

Environmental Health

Expenditure Type: One-Time  Year 2 2016  Add'l FTE  Add'l Space  Priority 1

Name of Request: OSS Loan Program

[Signature]  10/27/16

Department Head Signature (Required on Hard Copy Submission)  Date

Costs:

<table>
<thead>
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<th>Object Description</th>
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<tbody>
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<td>6190</td>
<td>Direct Billing Rate</td>
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<tr>
<td>6610</td>
<td>Contractual Services</td>
<td>$600</td>
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<tr>
<td>7060</td>
<td>Repairs &amp; Maintenance</td>
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<tr>
<td>7190</td>
<td>Other Miscellaneous</td>
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<tr>
<td>Request Total</td>
<td></td>
<td>($59)</td>
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</tbody>
</table>

1a. Description of request:

In 2011, the Washington State Department of Ecology provided a grant for an on-site sewage loan program for repair and replacement of failing systems. The program partnered with a local financial institution to provide financial assistance to property owners in order to repair or replace on-site sewage systems.

1b. Primary customers:

Property owners of Whatcom County with on-site sewage systems.

2. Problem to be solved:

The program provides reduced interest sewage system loans to assist homeowners in repair and replacement of failing on-site sewage systems and eliminate sewage contamination that poses a public health risk to shellfish growing areas, 303 (d) listed water bodies, and all other fresh marine waters.

3a. Options / Advantages:

This program had been included in the 2015 budget but was due to end on 6/30/15. The State was planning a transition of the program to a Statewide administrator but the program was not ready to begin with them until mid 2016. The State extended the grant until the transition was completed. The Health Department did identify systems that needed repair or replacement prior to the transition.

3b. Cost savings:

Actual cost is unknown.

4a. Outcomes:

Homeowners will be able to repair or replace failing systems.

4b. Measures:

The Health Department staff oversee the program ensuring that all work is completed.

5a. Other Departments/Agencies:

Opportunity Council processed all of the paperwork and the Industrial Credit Union provided reduced interest loans.

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

6. Funding Source:

Monday, October 24, 2016

Rpt: Rpt Suppl Regular
Supplemental Budget Request

Hearing Examiner

Fund 1  Cost Center 1600  Originator: M Caldwell

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

Name of Request: Hearing Examiner - Cover 27th Payroll

X Marina Enges

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<td>Regular Salaries &amp; Wages</td>
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<td>6210</td>
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<td>$2,500</td>
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1a. Description of request:
A 27th payroll is posted to the accounting records once every seven years due to our payroll periods being every two weeks rather than twice a month. Most departments can cover the extra expenses due to employee turnovers and vacancies or lapse in other parts of the budget. Hearing Examiner is one department that will not have enough lapse.

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:
   General Fund
Supplemental Budget Request
Status: Pending

Public Defender
Supp'l ID #: 2222 Fund: 1 Cost Center: Originator: M Caldwell
Expenditure Type: One-Time Year: 2016 Add'l FTE □ Add'l Space □ Priority: 1

Name of Request: Public Defender - 27th Payroll

X

[Signature]
Department Head Signature (Required on Hard Copy Submission) Date: 1/10/16

<table>
<thead>
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<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
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Request Total: $91,000

1a. Description of request:
A 27th payroll is posted to the accounting records once every seven years due to our payroll periods being every two weeks rather than twice a month. Most departments can cover the extra expenses due to employee turnovers and vacancies or lapse in other parts of the budget. Public Defender is one department that will not have enough lapse.

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:
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: November 7, 2016
SUBJECT: Supplemental Budget ID# 2219
Reimbursable Overtime Increase - 2016

The attached Supplemental Budget requests an increase in revenue and expenditure authority for Reimbursable Overtime in 2016.

Background and Purpose
The Sheriff's Office provides extra law enforcement, traffic control, and security services in accordance with contracts, temporary right-of-way permits, and agreements to hire extra-duty deputies in order to enhance safety and response capabilities. These services are provided by deputies on overtime so as not to impact the daily operations and response capabilities of regularly scheduled shift deputies.

The current budget is inadequate to cover the services requested in 2016.

Expenditures will be offset by revenue generated from billing rate of $73.00 per hour for reimbursable overtime in accordance with the Whatcom County Unified Fee Schedule.

Funding Amount and Source
Funding of $61,085 will be provided by organizations requesting services.

Please contact Undersheriff Jeff Parks at extension 6610 if you have any questions.

Thank you.
1a. Description of request:
The Sheriff’s Office provides extra law enforcement, traffic control, and security services in accordance with contracts, temporary right-of-way permits, and agreements to hire extra-duty deputies in order to enhance safety and response capabilities. These services are provided by deputies on overtime so as not to impact the daily operations and response capabilities of regularly scheduled shift deputies.

1b. Primary customers:
Citizens of Whatcom County.

2. Problem to be solved:
The current budget is inadequate to cover additional law enforcement services requested.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:
Sheriff’s Office deputies provide extra law enforcement, traffic control, and security services as requested.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
Funding provided by organizations requesting services.
Overtime billed at $73.00 per hour in accordance with Whatcom County Unified Fee Schedule.
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: November 6, 2016
SUBJECT: Supplemental Budget ID# 2218
        FY16 Operation Stonegarden – 2016


Background and Purpose
The U.S. Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP) authorized FY2016 Operation Stonegarden funds of $340,418 to Whatcom County to enhance law enforcement’s preparedness and operational readiness along the international borders of the United States: $120,272 for the Sheriff’s Office and $220,146 for other area law enforcement agencies (sub-recipients).

The Sheriff’s Office will use $20,390 of its allocation to conduct overtime patrols in 2016. The remaining $320,028 will be used in 2017 and 2018.

Funding Amount and Source

Please contact Undersheriff Jeff Parks at extension 6610 if you have any questions.

Thank you.
1a. Description of request:

In a letter dated November 3, 2016 from the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency’s (FEMA), Whatcom County received an approved allocation of $340,418 for Operation Stonegarden Grant Program (OPSG) FY2016 to enhanced cooperation and coordination among local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the borders of the United States. The Sheriff’s Office will use $20,390 of the allocation to conduct overtime patrols in 2016. The remaining $320,028 will be used in 2017 and 2018.

The Whatcom County Sheriff’s Office and other law enforcement agencies will utilize OPSG funding to provide enhanced patrols in increase law enforcement presence in maritime and land based border areas targeting illicit activity in Whatcom County, specifically the cross-border smuggling of aliens, weapons, currency, and narcotics.

1b. Primary customers:
Area law enforcement agencies and citizens of Whatcom County.

2. Problem to be solved:
Whatcom County shares over 131 miles of border with Canada (89 miles of land border and 42 miles of maritime border). These borders are open, easily accessible, and vulnerable to incursion by undocumented aliens, contraband smugglers, and potential terrorists.

Whatcom County’s land border with Canada is adjacent to the Vancouver metropolitan area which lies immediately north of the international boundary. Intelligence indicates there are multiple terrorist organizations and/or sympathizers located in Canada, many in the Vancouver area. Due to its temperate climate and close proximity to Vancouver, B.C., seaports, international airports, and the I-5 corridor, Whatcom County has been a favored operational area for alien, drug, and weapons smugglers. The vulnerability in border security set against the volume of criminal activity in the region puts Whatcom County borders at risk.

Operation Stonegarden projects will strengthen partnerships among federal, state, and local agencies and improve border security through increased cooperation and enhanced patrols.
Supplemental Budget Request

3a. Options / Advantages:
OPSG funds are awarded specifically for projects that will enhance law enforcement's preparedness and operational readiness along international borders of the United States, projects that would otherwise have to be funded with local monies or eliminated.

3b. Cost savings:
Total award $340,418:
Whatcom County Sheriff's Office $120,272; other law enforcement agencies (sub-recipients) $220,146

4a. Outcomes:
Enhanced patrols will be completed per contract specifications and timelines.
Daily Activity Reports will be completed and sent to Border Patrol.

4b. Measures:
The Whatcom County Sheriff’s Office and U.S. Border Patrol will monitor projects and expenditures against contract deliverables.

5a. Other Departments/Agencies:

Although receiving no OPSG funding, U.S. Border Patrol will provide coordination among participating agencies. Participating agencies receiving OPSG funding will provide enhanced law enforcement presence to reduce criminal activity in border areas.

5b. Name the person in charge of implementation and what they are responsible for:
The following individuals will coordinate projects within their jurisdictions: Special Operations Supervisor Molly Pacheco, U.S. Border Patrol - Blaine Sector; Undersheriff Jeff Parks, Whatcom County Sheriff’s Office; Sgt. Russ Mullins, WA Department of Fish & Wildlife; Lt. Robert VanderYacht, Bellingham PD; Chief Mike Haslip, Blaine PD; Chief Dan MacPhee, Everson PD; Chief Mike Knapp, Ferndale PD; Chief Jack Foster, Lynden PD; and Chief Chris Haugen, Sumas PD.

6. Funding Source:
1a. Description of request:
A 27th payroll is posted to the accounting records once every seven years due to our payroll periods being every two weeks rather than twice a month. Most departments can cover the extra expenses due to employee turnovers and vacancies or lapse in other parts of the budget. Superior Court is one department that may not have enough lapse.

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:

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<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
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<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
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<td>Request Total</td>
<td></td>
<td>$32,000</td>
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Supplemental Budget Request

WSU Extension

Suppl ID # 2221 Fund 1 Cost Center 2000 Originator: M Caldwell
Expenditure Type: One-Time Year 2 2016 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: WSU Extension - 27th Payroll

X

Department Head Signature (Required on Hard Copy Submission) Date

<table>
<thead>
<tr>
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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
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<td>$4,200</td>
</tr>
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</table>

1a. Description of request:
A 27th payroll is posted to the accounting records once every seven years due to our payroll periods being every two weeks rather than twice a month. Most departments can cover the extra expenses due to employee turnovers and vacancies or lapse in other parts of the budget. WSU Extension is one department that may not have enough lapse.

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:
# Supplemental Budget Request

**Status:** Pending

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator: C Caldwell</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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</tr>
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</table>

| Expenditure Type: One-Time | Year 2 | 2016 | Add'l FTE | Add'l Space | Priority | 1 |

| Name of Request: Jail - Fund 27th Payroll |

**Department Head Signature (Required on Hard Copy Submission):**

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>6110</td>
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<tr>
<td>Request Total</td>
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<td>$178,000</td>
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1a. **Description of request:**

A 27th payroll is posted to the accounting records once every seven years due to our payroll periods being every two weeks rather than twice a month. Most departments can cover the extra expenses due to employee turnovers and vacancies or lapse in other parts of the budget. Sheriff - Jail is one department that may not have enough lapse.

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:**

   Jail Fund balance

---

*Thursday, November 10, 2016*
Supplemental Budget Request

Non-Departmental

Fund 130  Cost Center 130100  Originator: M Caldwell

Expenditure Type: One-Time  Year 2  2016  Add'l FTE  Add'l Space  Priority 1

Name of Request: Adjust EMS 2016 Budget

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
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<td>7060</td>
<td>Repairs &amp; Maintenance</td>
<td>$3,000</td>
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<td>7210</td>
<td>Intergov Prof Svcs</td>
<td>$4,200</td>
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<td>7210.004</td>
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<tr>
<td>Request Total</td>
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<td>$25,165</td>
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</table>

1a. Description of request:

Adjust EMS expenditure authority for unbudgeted expenses:
$378 for Life-Assist Inc (gurney supplies)
$3,000 for EM-SAR Inc (gurney maintenance)
$4,200 for BFD additional call-outs of reserve units for special events
$17,587 for What-Comm dispatch fees

1b. Primary customers:

2. Problem to be solved:

Gurney maintenance and supplies were previously funded under the Medic One budget. With the advent of flat rate contracts, Technical Advisory Board members advised that this should be considered a countywide expense. EMS Administration concurred and $3,378 is requested for gurney supplies and maintenance.

The contract for ALS services with the City of Bellingham allows for additional compensation when special/emergency events require call-outs of reserve capacity over and above the units already contracted for. There have been four such events which required payments over and above the normal contract amount. $4,200 is requested to cover these services.

What-Comm EMS dispatch services were originally budgeted at 2015 amounts for both 2015 and 2016 as the 2016 budget was unknown when the biennial budget was adopted. 2016 actual amounts will be $17,587 over budgeted amounts.

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

Tuesday, November 08, 2016
5b. Name the person in charge of implementation and what they are responsible for:

6. Funding Source:
  EMS Fund Balance
MEMORANDUM

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

Through: Jon Hutchings, Director

FROM: Rob Ney, Special Programs Manager

DATE: October 28, 2016

RE: Supplemental Budget request #2213 Whatcom County Ferry Program

Please find attached for approval a supplemental budget request from the Public Works Ferry Division.

• Background & Purpose

Historically, the County has utilized nearly its entire annual operating budget managing the Whatcom County Ferry Program (99% in 2015). The budget consists of Labor and Benefits for the Ferry employees, and operational expenses necessary to maintain the ferry program. The purpose of this Supplemental Budget Request is for both an increase in Labor and an increase in Operational expense capacity.

Labor:

2015 and into 2016 was a transitional period for the Ferry Program with retirements of long tenured staff. In late 2015 a new Senior Master was selected, reinvigorating the Ferry Program. In 2016 a new Master Engineer was appointed to head up the maintenance of the Whatcom Chief. With fresh leaders in place, a substantial training effort occurred, bringing the entire staff up-to-date on maintenance and protocols for the Chief.

Dry Dock Labor: A substantial training effort occurred during the 2016 dry dock period. This year was the first year of dry dock for our new Senior Master and Master Engineer. Along with the Senior Master and the Master Engineer, other employees were introduced to the dry dock experience so there was ample cross training and future legacy training.

Public Works is requesting $60,000 in additional labor and benefits for the Ferry Program to absorb the above labor costs.
Operational Expense Emergency Fund:

Although we believe there is ample budget (under normal circumstances) to continue maintaining the Whatcom Chief and the associated docks in the current budget, there is no excess budget should an emergency or unanticipated repair be necessary. It is quite possible on-going electrical issues may require attention. Having budget capacity to address these issues is the intent of this request. Therefore, we are seeking $50,000 for any extraordinary expenses that may occur between now and the end of the year. These funds will not be expended unless we exceed our current budget, and for good cause.

- Funding Amount and Source

This request, in the additional amount of $110,000, will come from the Ferry Fund Balance, which consists of Road Funds, supplemented by the Fare Box recovery of 45% from ferry fares.

Should you have any questions or concerns, please do not hesitate to contact Rob Ney, Special Programs Manager, at extension 6226.
Supplemental Budget Request

Public Works  
Supp'ID #: 2213  
Ferry & Docks  
Fund: 444  
Cost Center: 444200  
Originator: Rob Ney

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

Name of Request: 2016 End of Year Wage and Operations Supplemental

X  
Department Head Signature (Required on Hard Copy Submission)  
11/3/16  
Date

### Costs:

<table>
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<tr>
<th>Object</th>
<th>Object Description</th>
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<td>7069</td>
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<tr>
<td>Request Total</td>
<td></td>
<td>$110,000</td>
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1a. Description of request:
Increase labor to absorb labor costs due to attrition and cross training. Increase Repair and Maintenance Interfund to provide budget capacity for unanticipated repairs and ongoing potential electrical issues.

1b. Primary customers:
Whatcom County Ferry riders and the citizens of Lummi Island.

2. Problem to be solved:
Increase in maintenance Interfund in case of unexpected expenses.

3a. Options / Advantages:
There are no alternatives for labor adjustments. Cross training and proper training of staff in new higher level positions is necessary and prudent.

3b. Cost savings:
In the long run, the training effort put in place this year will benefit the ferry program, and could ultimately save the County taxpayers money.

4a. Outcomes:
The additional trainings and emergency repair funding could limit the times the Whatcom Chief is out of service.

4b. Measures:
NA

5a. Other Departments/Agencies:
NA

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

6. Funding Source:
The request will come out of the Ferry Fund balance which is built through Road Fund and Fare Box recovery.

Tuesday, November 01, 2016  
Rpt: Rpt Suppl Regular
### TITLE OF DOCUMENT:
*Ordinance allowing Whatcom County Sheriff's Office Reserve Deputies to join the Volunteer Firefighters' Relief and Pension Act (RCW 41.24)*

### ATTACHMENTS:
*Volunteer Reserve Deputy Sheriff's Insurance Coverage and Pension Plan Proposal*

<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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<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( X ) NO</td>
<td>Requested Date:</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.)

Sheriff's Office proposal to provide volunteer Reserve Deputies with disability coverage and pension plan through the State Board for Volunteer Firefighters and Reserve Officers in accordance with the provisions of Chapter 41.24 RCW Volunteer Firefighters' and Reserve Officers’ Relief and Pensions.

### COMMITTEE ACTION:

### COUNCIL ACTION:
11/22/2016: Introduced 7-0

---

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.
Whatcom County Sheriff’s Office Reserve Deputy Insurance Coverage and Pension Plan

Proposal
The Sheriff’s Office would like to provide volunteer Reserve Deputies with disability coverage and pension plan in accordance with the provisions of Chapter 41.24 RCW Volunteer Firefighters’ and Reserve Officers’ Relief and Pensions. Sheriff’s Office volunteer Reserve Deputies are uniformed, armed, and Criminal Justice Commission certified. These volunteers experience the same risks of injury and death while working with fully commissioned full time Deputy Sheriffs performing law enforcement duties. Reserve Deputies not only serve in the traditional role of a second person in a patrol car, but they also assist with high level criminal investigations and serve in high-risk assignments such as SWAT. State law also provides for a pension depending upon the years of documented service, similar to other volunteers such as fire fighters.

Currently, Reserve Deputy Sheriff’s, commissioned by the Whatcom County Sheriff and Certified by the State of Washington, are minimally covered through Washington State Department of Labor and Industries for injuries sustained while on duty and working with a full time deputy or on other high-risk assignments. Basic coverage for death is a mere $3,968.00. However, line-of-duty disability and death insurance is available through the Board for Volunteer Firefighters and Reserve Officers (BVFF) and would provide a death benefit of $214,000.00 plus survivor benefits.

In addition to insurance, retirement (pension) benefits are also available through the BVFF at reasonable rates and would compensate reserve deputies for thousands of volunteer hours provided to the County when they separate from the Reserve Program. Once annual participation in the retirement plan is authorized, the agency may also allow buy back of credits for prior years of service.

The Sheriff’s Office is not significantly restricted in utilizing Reserve Deputies. A pension plan would enhance recruitment of volunteers in the program and provide an incentive to keep members active for longer periods of time. The cost benefit is very attractive and will assist the Sheriff’s Office in recruiting new volunteers which could save the County significant cost each year. Currently, the volunteer service provided by Reserve Deputies is equivalent to approximately $65,000.00 annually.

Cost savings
Coverage for Medical/Death/Disability is more cost effective and affordable through the Board for Volunteer Firefighters and Reserve Officers than for the same benefit through the Washington State Department of Labor and Industries.

Additional Service Request (ASR) #2015-5270 was approved with the 2015-2016 budget cycle and ongoing funds are currently allocated in the Sheriff’s Office budget for annual cost of the BVFF insurance coverage and pension plan.

Estimated one-time cost for optional buy back of credits for prior years of service is shown below.

Requirements:
- Approval of selected plan by County Council is required.
- Local Board of Trustees for Sheriff’s Offices:
  - Two members of the County legislative authority, or their designees (one is chair)
  - County Auditor or designee (Secretary)
  - County Sheriff
  - One reserve deputy (elected annually by the County reserve deputies)
Estimated one-time cost for optional buy back of credits for prior years of service for pension plan

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<td>Winton, Jeff</td>
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<td><strong>Total Estimated Cost</strong></td>
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*Note, final cost dependent on documented qualifying years of service 2007-2016 and actual buy back payment date.*
ORDINANCE NO. __________

AUTHORIZING THE WHATCOM COUNTY SHERIFF’S OFFICE VOLUNTEER RESERVE DEPUTIES TO PARTICIPATE IN THE VOLUNTEER FIREFIGHTERS’ AND RESERVE OFFICERS’ RELIEF AND PENSION ACT (RCW 41.24)

WHEREAS, Firefighters and Reserve Officers qualify for relief and pension provisions under Chapter 41.24 RCW; and

WHEREAS, it is in the best interest of Whatcom County and the Whatcom County Sheriff’s Office to participate in the Relief and Pension Act;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County elects to participate in the relief and pension plan and to provide Whatcom County volunteer reserve deputies with the Relief and Pension Act benefits under Chapter 41.24 RCW;

BE IT FURTHER ORDAINED that the Whatcom County Sheriff’s Office is authorized to buy back credit for years of service and make pension payments for prior years of service for reserve deputies that are currently active and eligible under Chapter 41.24 RCW.

ADOPTED this _____ day of __________, 20___.

ATTEST:

WATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: ____________________________
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
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<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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<td></td>
<td>11/22/2016</td>
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<td>Finance/Council</td>
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<tr>
<td>Executive:</td>
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**TITLE OF DOCUMENT:**
Ordinance amending WCC 2.03, Boards and Commissions, to allow staggered terms

**ATTACHMENTS:**
Ordinance, Exhibit A

**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.)

This ordinance will allow staggered terms on boards, committees, and commissions returning from an extended hiatus when a majority or more of new members are appointed.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**
11/22/2016: Introduced 7-0

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).
ORDINANCE NO. ________

AMENDING WHATCOM COUNTY CODE 2.03, BOARDS AND COMMISSIONS, TO ALLOW STAGGERED TERMS WHEN APPOINTING MEMBERS TO BOARDS, COMMISSIONS, AND COMMITTEES RETURNING FROM HIATUS

WHEREAS, citizen advisory boards, commissions, and committees may go on hiatus for extended periods for various reasons; and

WHEREAS, during a board, commission, or committee’s hiatus, several positions may become vacant due to terms that expire and a lack of recruitment and/or interest in participation; and

WHEREAS, the County may need to activate an existing board, committee, or commission that has been on hiatus; and

WHEREAS, Whatcom County Code 2.03 allows staggered terms to newly-created boards, committees, and commissions so that the terms of future members do not expire on the same date; and

WHEREAS, it is necessary to stagger the appointments of new members when several vacant positions are being appointed to a board, committee, or commission that is returning from hiatus so that the terms of future members do not expire on the same date.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 2.03.020 is hereby amended as outlined in Exhibit A to this ordinance.

ADOPTED this ____ day of ____________, 2016.

ATTEST:

Dana Brown-Davis, Clerk of the Council
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Karen Frakes, Civil Deputy Prosecutor
Jack Louws, County Executive

( ) Approved  ( ) Denied

Date Signed: ____________________

Page 1
Exhibit A

Chapter 2.03
BOARDS AND COMMISSIONS

Sections:
2.03.010 Recodified.
2.03.020 Terms.
2.03.025 Removal.
2.03.030 Limited terms.
2.03.040 Executive's terms.
2.03.050 Effective date.
2.03.060 Appointment of noncouncilmembers to boards, commissions and committees.
2.03.065 Appointment of planning commission members.
2.03.070 Confirmation of executive appointments.
2.03.075 Review of nominees and executive appointees.
2.03.080 Vacancies on citizen boards, committees and commissions.
2.03.090 Qualifications.

2.03.020 Terms.

A. The term of office for the board of equalization shall be three years pursuant to RCW 84.48.026.

B. All other appointments to boards, committees and commissions of noncouncilmembers made by the council shall be for a term no longer than four years.

C. The terms of all appointments to boards, committees and commissions of noncouncilmembers made by the council shall expire on January 31st of the specified year, except for those appointments made to fill an incomplete term, in which case it shall be for the balance of that term.

D. Term lengths for those members first appointed to newly-created boards, committees and commissions that are newly-created or are returning from hiatus with a majority or more of positions vacant shall be staggered so that the terms of future members do not expire on the same date. (Ord. 2010-045 Exh. A; Ord. 2001-028 Exh. A; Ord. 95-006 Exh. A; Ord. 93-003 Attachment E (part); Res. 83-19 (part); Res. 80-13 § 1 (part)).
2017 Unrepresented Resolution

2017 Unrepresented Resolution adopting salary schedule and policies for unrepresented employees.
MEMO TO: County Council Members
FROM: Jack Louws, County Executive
DATE: November 23, 2016
SUBJECT: 2017 UNREPRESENTED RESOLUTION

At this time, I am putting before you my recommendation for an amended one-year Unrepresented Resolution, January 1, 2017 – December 31, 2017.

The new resolution incorporates previous amendments and includes proposed changes to wages and benefits.

Following is a brief synopsis of substantive changes:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PROPOSED ACTION</th>
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</thead>
<tbody>
<tr>
<td>2 Non Represented Salary Matrices - Exhibits A – F</td>
<td>Adjust the monthly salary of positions across the board by 2.25%.</td>
</tr>
<tr>
<td>4.5 Overtime &amp; Compensatory Time Pay</td>
<td>Cash out all compensatory time in the year earned. Required for compliance with Department of Retirement Systems reporting.</td>
</tr>
<tr>
<td>6.1.6 Sick Leave for Family Care</td>
<td>Simplify wording for “state registered domestic partner” and remove spousal equivalent terminology (no longer necessary).</td>
</tr>
<tr>
<td>6.6 Bereavement Leave</td>
<td></td>
</tr>
<tr>
<td>8.2.1 Medical Contribution Cap and 8.2.1.2 Contributory Cap Plan</td>
<td>Remove reference to CAP amount and increase employee payroll deduction. CAP concept is obsolete with the increase in medical costs.</td>
</tr>
<tr>
<td>8.2 Health &amp; Welfare Benefits</td>
<td>Moving forward, provide pro-rata cost sharing of medical coverage for employees working in budgeted positions of less than 1.0 FTE (full-time equivalent).</td>
</tr>
</tbody>
</table>

We are still bargaining successor agreements for all six collective bargaining agreements that expire December 31, 2016. With our current proposals, I believe a 2.25% wage increase is appropriate in order to recognize the work of our professional group and maintain a balance with the anticipated wage increases of represented employees.

Please call me or contact Nan Kallunki via email or at extension 5306 if you have any questions.
RESOLUTION NO. 2016 – ____________

A RESOLUTION IN THE MATTER OF ADOPTING A SALARY SCHEDULE AND POLICIES FOR UNREPRESENTED WHATCOM COUNTY EMPLOYEES EFFECTIVE JANUARY 1, 2017 through DECEMBER 31, 2017

WHEREAS, it is necessary to establish policies and salaries for the unrepresented employees; and,

WHEREAS, the Whatcom County Council hereby adopts the following policies for administration of personnel issues affecting unrepresented employees; and,

WHEREAS, it is nonetheless understood that state law may override certain stipulations set forth herein; and,

WHEREAS, the Whatcom County Council hereby adopts the concept of a salary matrix as the basis of establishing salaries for a majority of the non-represented positions;

NOW, THEREFORE, BE IT RESOLVED, that the Council intends that the Administration should follow the policies set forth below and should place non-represented employees within the proper range and step according to the FTEs contained in the adopted budget;

AND FURTHER, THEREFORE, BE IT RESOLVED,

1. DEFINITIONS

1.1 “Unrepresented employee” is defined as either elected officials or non-represented employees.

1.2 “Elected official” is defined as only those officials elected pursuant to the provisions of the Whatcom County Charter and Washington State Law (except Superior Court Judges).

1.3 “Non-represented employee” is defined as all other unrepresented employees who are appointed to a budgeted full-time equivalent position.

1.4 “Full-time equivalent” and “FTE” are both defined as the currently assigned percentage, not to exceed currently budgeted full-time equivalency of a position, as authorized by budget ordinance.
2. NON-REPRESENTED SALARY MATRICES – EXHIBITS A THROUGH F

Effective the full first pay period in 2017, each wage step in all ranges of the 2016 salary matrices shall increase by 2.25%.

The monthly salaries of non-represented positions shall be established within the ranges and steps provided in Exhibits A through F. Exhibits A through F shall be effective on the date listed on the applicable Exhibit and shall remain in place until changed. Should a range not be available, a new range will be created which is either a partial range at 2.15% above the previous range or 4.3% above the previous range depending on circumstances. Monthly salary amounts indicated are for one (1.00) FTE. These amounts will be pro-rated for fractional FTEs. Monthly amounts may be converted to an hourly rate by dividing the monthly amount by 173.33.

2.1 Sub-Ranges. Certain sub-ranges (as designated on the appropriate matrix) were created to address supplemental compensation replacement for employees who were receiving compensation under Executive Order 2004-03. These sub-ranges are not applicable to other individuals. The sub-range is in recognition of previously negotiated compensation based on multiple assignments, varied duties, working far beyond the hours required in a regular work week, evening meetings, and responding to emergencies in order to minimize the cost of administration and provide the greatest flexibility for the County. Employees in sub-ranges 500.1, 510.1, 510.2, and 520.1, are not eligible for Interim Assignment Pay (section 4.6), Emergency Response Pay (section 4.10) or Paid Administrative Leave (section 4.5).

3. OTHER NON-REPRESENTED POSITIONS – EXHIBITS G AND H

Other non-represented positions covered by Exhibits G & H shall be paid a monthly salary effective on the date listed per the appropriate Exhibit, pro-rated for fractional FTEs, unless otherwise noted.

3.1 Court Commissioners. Court Commissioners are to be paid at a rate equivalent to a percentage of the comparable state Court Judge salary level. Any changes in these Judges’ salaries will be reflected in the comparable Court Commissioners’ salaries.

<table>
<thead>
<tr>
<th></th>
<th>% of Comp. Judge</th>
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<tbody>
<tr>
<td>Superior Court Commissioner</td>
<td>90%</td>
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<tr>
<td>District Court Commissioner</td>
<td>85%</td>
<td>904</td>
</tr>
</tbody>
</table>

3.2 Flat Rate Positions. Amounts listed in Exhibit G are already pro-rated for FTE listed.

<table>
<thead>
<tr>
<th></th>
<th>FTE</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Court Reporter</td>
<td>.875</td>
<td>801</td>
</tr>
<tr>
<td>Health Officer</td>
<td>.60</td>
<td>802</td>
</tr>
</tbody>
</table>

4. COMPENSATION & EMPLOYMENT

4.1 Step Movement. Within the salary matrices contained in Exhibit A through H, all steps shall be awarded on the basis of successful job performance. A performance evaluation must have been completed for employees in Exhibits A through D, G and H within the last year and the most recent evaluation must be “3.38” or better overall to
advance on the step date to the next step per the time period indicated on the appropriate Exhibit on the first day of the appropriate month.

4.2 **Reclassification or Promotion.** If funding is available within the authorized budget, Department Heads can request a promotion or reclassification so long as it is in compliance with County policy on reclassifications (AD140000Z) and it receives written approval of the County Executive. Individuals who are reclassified (because of the addition of significantly higher-level duties) or promoted into a higher position shall move to the step in the new range as follows. The 'top wage step' is defined as the highest step in a given range which includes an increase in the wage component (as opposed to an increase in just the Recognition & Retention component) over the preceding step.

- For employees in Exhibits A, B, C, or D, if a 5% increase would place the employee below the top wage step in the new range, the employee is placed in the new range in the step providing at least a 5% increase. The reclassification or promotion date becomes the next step date.

- For employees currently below the top wage step in Exhibits A, B, C, or D, if a 5% increase would place the employee at or above the top wage step in the new range, the employee is placed in the top wage step. The reclassification or promotion date becomes the next step date.

- For employees currently at or above the top wage step in Exhibits A, B, C, or D, if a 5% increase would place the employee at or above the top wage step in the new range, the employee is placed in the new range at their current step and maintains their current next step date.

- For Exhibits E, and F, employees are placed in the step in the new range that provides at least a 5% increase in base salary, not to exceed the top step of the new range. The reclassification or promotion date becomes the next step date.

- For movement outside the employee’s current Exhibit, if a 5% increase would place the employee below the top wage step in the new range, the employee is placed in the new range in the step providing at least a 5% increase. The reclassification or promotion date becomes the next step date. If a 5% increase would place the employee at or above the top wage step in the new range, the employee is placed in the new range at their current step and maintains their current next step date.

4.3 **Realignment.** If funding is available within the authorized budget, Department Heads can request consideration on the appropriate form, for realignment of positions the following January, which are paid at least three percent (3.00%) below the average of at least four (4) of the six (6) comparable counties (all comparable counties where matches exist must be used). Individuals moving to a new range because of realignment of non-represented positions or ranges shall be placed in their current step (but no higher than the top step) one range above their current range. The effective date of the realignment shall become the step increase date. Positions which are experiencing recruitment and/or retention difficulties may be looked at during the year if funding is available within the current year’s budget for the department. To maintain internal parity, the District Court Commissioner pay will be set at a ratio 5% below the Superior Court Commissioner rate of pay rather than aligned with comparable counties, as established in section 3.1 above.
4.3.1 **Additional Considerations.** In the administration of section 4.3 – Realignment, in the event the County identifies a position as one with documented local recruitment and/or retention difficulties then secondary comparables based on close geographical location and sociological issues may be considered.

4.4 **Position Movement.** Individuals moving to a position in a lower range may have a salary adjustment up or down depending upon individual qualifications for the position, the nature of the work performed, and internal equity with no change to the next step increase date.

4.5 **Overtime & Compensatory Time Pay.** The provisions for overtime payments and compensatory time (for working over 40 hours in a week) apply only to non-represented employees who are covered as non-exempt by the Federal Fair Labor Standards Act (FLSA). Employees requesting compensatory time in lieu of overtime pay shall have such request granted up to a maximum of twenty-four (24) hours per calendar year. Additional compensatory time may be mutually agreed to, but an employee may accrue no more than a maximum of 80 hours of compensatory time at any time. All compensatory time earned shall be cashed out each year in December in the last paycheck of the calendar year.

In recognition of the contributions non-represented employees sometimes make in working far beyond the hours required in a regular work week, and the fact that FLSA-exempt employees do not get overtime or compensatory time, the Executive’s Office has authority to award deserving non-represented FLSA exempt employees up to five (5) days of paid administrative leave per year. These days must be used in the year awarded unless County business prevents this occurring, in which case they can be carried over one year. Administrative leave may only be cashed out upon separation.

The Executive is empowered to authorize extra pay for non-represented employees during a period of extraordinary circumstances (such as emergency conditions, a strike, etc.).

4.6 **Interim Assignment Pay.** From time to time, non-represented employees may be asked to cover all or part of the duties of a higher-level position during periods of extended absence, vacancy, or for special assignments. In these instances, interim assignment pay may be awarded. Department heads shall discuss appropriate rate of interim pay with Human Resources prior to making the assignment. [AD146100Z]

4.7 **Employment Opportunities.** Non-represented employees who wish to apply for a union position may do so by the posted closing date for union members. Non-represented applications will be reviewed only if there are no current eligible and qualified represented employees from the applicable bargaining unit who apply or who are selected for the opening. The County, at its sole discretion, may or may not at that time select non-represented employees for any type of opening, or may proceed with a public posting and include the non-represented employees in the employment process.

4.7.1 **Provisional Appointments.** The County may make provisional appointments for employees not fully meeting all requirements and qualifications. Such employees will be placed in a range lower than the posted position, receiving at least a 5% promotional increase (in compliance with section 4.2) and will not receive another
promotional increase upon fully meeting posted requirements. They will maintain their step increase date when moved to the range of the posted position and be placed in the step closest to but not less than the provisional appointment rate of pay.

4.8 Disciplinary Suspensions. FLSA-exempt employees are not subject to unpaid disciplinary suspensions except in increments of full work-weeks, unless the infraction leading to the suspension is for a violation of a safety rule of major significance.

4.9 Employment at Will. Employment for non-represented employees is at will, which means either the employee or the County can end the employment relationship without being legally required to give notice or a reason except as stipulated herein, by County policy, or by law.

4.10 Emergency Response. Non-represented employees authorized in advance and required to respond in person to extraordinary emergencies, and works anytime between the hours of 9:00 p.m. and 6:00 a.m., Monday through Friday and any time on Saturday or Sunday, shall receive a $100 stipend per incident. If an employee is not on a pre-approved absence, and response to an incident is during normal hours but extends to hours or days noted above, no stipend is awarded. If the incident extends beyond 24 hours from the first response by employee and additional responses are required during times or days noted above, depending upon circumstances, an additional stipend may be awarded. Pre-authorization for extraordinary emergencies eligibility is provided by an employee's supervisor in advance with written approval of the department head for a specific incident requested after the incident occurs. Final approval of a specific incident is provided by the Executive's Office or designee. In the case of department heads, pre-authorization and final written approval of a specific incident is provided by the Executive or designee.

4.11 Recognition and Retention Premium. Recognition and Retention Premium ceased to exist as a separate compensation item for all but Exhibit E as it was rolled into applicable matrices.

4.12 Probable Cause Compensation. Any attorney in the Prosecuting Attorney's Office required to appear on a Saturday or Sunday at a scheduled Probable Cause hearing shall receive $175 for his/her appearance.

4.13 Nomination for Merit Step.

4.13.1 Merit Step. Non-represented employees who are not at the top wage step of their assigned range may be nominated by the department head to the Executive’s Office for a one-step adjustment in recognition of documented exemplary performance. A step adjustment for merit does not impact the step date.

4.13.2 Documentation. Documented exemplary performance for a merit step shall include a performance evaluation within the last year with an overall rating of at least "4.00" with no individual elements or sub-elements at or below the "needs improvement" level. Additional documentation must be in writing and shall include specific information as to the employee’s contribution:

- to achievement of some element or elements of the strategic plan;
• that has organization- or community-wide impact;
• to the completion of a specific, significant department project; or
• to a similar type of accomplishment.

4.13.3 Timing. Nomination requests will normally be submitted during the budget process, but may be submitted any time during the year. Submission requires funding to be available within the authorized budget for the department.

4.14 Binding Arbitration Adjustment. In recognition of the fact that two bargaining units within the Sheriff’s Office have access to binding interest arbitration, unrepresented employees in the Sheriff’s Office shall receive or be eligible for, on approximately the same basis as employees directly reporting to them, the following items:

• Pay increases (non-represented employees only).
• The same basis for calculating Recognition and Retention Premium (Longevity). Performance evaluation within last year must be 3.38 or better overall in order to be eligible for the Premium (non-represented employees only).
• The same annual clothing allowance if they must maintain a dress uniform.
• Medical coverage.

4.15 Ability to Cross Border. Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian Border.

5. SCHEDULING

5.1 Work Schedule. The hours of operation may vary between departments and divisions in order to better serve the public.

5.2 Alternative Schedule. Alternative scheduling allows the hours and the basic workday or workweek of an employee to be modified from the department standard to attend to County business or to accommodate a different schedule. Approval of alternative scheduling for FLSA non-exempt employees shall not allow for greater than forty (40) hours of compensation in any one work week, shall provide for no reduction in service to the public, and must not increase the County’s compensation costs. Alternative scheduling requires the mutual agreement of the employee and the department head and approval of the Executive’s Office or designee. FLSA non-exempt employees may not accumulate or not take lunch and/or rest breaks in order to shorten the workday or work week.

5.3 Flex Time. Periodic flex time may be used for personal employee matters, to make up doctor, vision or dental appointments, to attend meetings or to perform work on behalf of the County. Approval of flex time for FLSA non-exempt employees shall not allow for greater than forty (40) hours of compensation in any one work week, shall provide for no reduction in service to the public, and must not increase the County’s compensation costs. Flex time requires the mutual agreement of the employee and the department head or designee. FLSA non-exempt employees may not accumulate or not take lunch and/or rest breaks in order to shorten the workday or work week.
6. LEAVES

6.1 **Sick Leave.** For the purpose of sick leave benefits, sick leave shall accrue to each 1.0 FTE non-represented employee in Exhibits C through H from their date of hire in the amount of eight (8) hours for each month of employment, if benefits eligibility criteria are met, to a maximum of nine hundred and sixty (960) hours except as outlined below.

6.1.1 **Part-Time Employees’ Sick Leave Accrual Rate.** Part-time employees’ sick leave accrual rate will be pro-rated per currently assigned, but not more than their budgeted FTE.

6.1.2 **Additional Accrual.** A non-LEOFF II employee who has accrued nine hundred and sixty (960) hours at the end of the last pay period of any year shall be allowed to accrue up to one thousand and fifty-six (1,056) hours (960 hours + up to 96 hours annual accrual) of sick leave during the year immediately subsequent. These additional hours of accrual may not be cashed out. The employee’s total accrual reverts back to no more than nine hundred and sixty (960) hours at the end of the last pay period of the year.

6.1.3 **Sick Leave Usage.** Eligible employees may request sick leave as accrued and it may be used in increments of less than one scheduled workday, but not less than one hour for FLSA exempt employees.

6.1.4 **Proof of Illness.** Upon request, an employee shall provide the County with proof of incapacitating illness or injury for themselves and all persons covered by section 6.1.6.

6.1.5 **Excess Sick Leave Contributions.** Employees under Exhibits C through H who have at least 960 hours in their sick leave bank the first and last pay period of the year (or at the beginning of a calendar year and upon termination in that same year) will receive a contribution into their Health Savings Account (HSA), if they have one, or if they do not have an HSA, into a Retirement Health Savings (RHS) plan, based upon a portion of the hours accrued but not used during the year. Sick leave hours accrued to a maximum of forty-eight (48) hours will apply to a partial contribution to a Health Savings Account or Retirement Health Savings Plan if less than forty-eight (48) hours of sick leave are used that year. Calculation is based on 25% of eligible hours, paid at the rate in effect at year end.

6.1.6 **Sick Leave for Family Care.** Sick leave can be used to care for the child, or dependent child as defined by law, of an employee with a health condition that requires treatment or supervision, or for the care of an employee’s spouse, State registered domestic partner, parent, parent-in-law or grandparent with a serious health condition or an emergency condition.

6.1.7 **Sick Leave Cashout.** A non-represented employee with three (3) or more years of current, continuous employment with the County shall be entitled to sick leave cashout upon voluntary separation, layoff or death in the amount of twenty five (25%) percent, or fifty (50%) percent if hired before May 15, 1984, of accrued hours up to a maximum of 960 hours. Employees must give at least two (2) weeks’ notice prior to separation to be eligible for sick leave cashout.
6.1.8 **Sick Leave Sharing.** Sick leave sharing is available to non-represented employees per the County’s Sick Leave Sharing Program. Each employee may donate up to a maximum of twenty-four (24) hours per calendar year.

6.1.9 **LEOFF II Accrual Maximum.** LEOFF II non-represented employees may accrue sick leave up to a maximum of one thousand, four hundred and forty (1,440) hours. No more than nine hundred and sixty (960) hours shall be used as a base for calculating sick leave cashout. If any hours are used per section 6.1.5 for partial contribution to a Health Savings Account, if they have one, or if they do not have an HSA, into a Retirement Health Savings Plan, any hours used in that calculation will no longer be available to the employee and will be deducted from the accrual bank.

6.1.10 **Sheriff’s Office.** Non-represented employees in the Sheriff’s Office (including Emergency Management and the Jail) who have employees directly reporting to them who receive an additional five (5) days of vacation if they have seventy-five (75) days of sick leave on December 31 of any year shall receive the same consideration.

6.2 **Vacation.** Non-represented employees under Exhibits C through H (except court reporters and superior court commissioners) shall be entitled to vacation accrual benefits if benefits eligibility criteria are met. Accruals for 1.0 FTE will be in accordance with the following schedule with the first employment year being the year hired and subsequent employment years being the first of the year. Prior regular County employment may be considered when determining employment year.

<table>
<thead>
<tr>
<th>Period</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>During 1st through 4th year</td>
<td>10.00 hours per month</td>
</tr>
<tr>
<td>During 5th through 9th year</td>
<td>13.34 hours per month</td>
</tr>
<tr>
<td>During 10th and subsequent</td>
<td>16.67 hours per month</td>
</tr>
</tbody>
</table>

Vacation leave may be requested as accrued and approved and may be used in increments of less than one scheduled workday, but not less than one hour for FLSA exempt employees. No more than two hundred and forty (240) vacation hours may be carried forward from one year to the next; otherwise unused vacation in excess of two hundred and forty (240) hours at the end of the last pay period in any year shall be forfeited. The express purpose of vacation leave is to allow employees to take time away from work to relax, recreate and otherwise attend to personal matters. It is the policy of Whatcom County that non-represented employees shall take the regular vacation time allocated each year for the good of the employee and the County. If funds exist in the department’s current budget, by mutual written agreement between the non-represented employee, the department head and the Executive’s Office, vacation anticipated to be above the 240 hours carryover maximum can be cashed out each calendar year in the amount of 50% of accrued hours up to a maximum of eighty (80) hours. Upon separation, accrued vacation hours will be cashed out at 100%.

6.2.1 **Part-Time Employees’ Vacation.** Part-time employees’ vacation accrual rate will be pro-rated per currently assigned, but not more than their budgeted FTE. FLSA non-exempt employees will receive extra vacation pay, on a quarterly basis, based on extra hours worked above the assigned FTE (not to exceed equivalent of 1.00 FTE).
6.2.2 Compassionate Leave. Employees may donate accrued vacation leave or paid time off to employees for the serious health condition (as defined by FMLA) of an employee or as otherwise provided by County policy.

6.3 Holidays. Paid holidays will be available as posted on an annual basis for non-represented employees (except superior court commissioners) who are in paid status, or on approved voluntary unpaid furlough, the entire scheduled work day before and after the holiday.

6.3.1 Personal Holiday. Each non-represented employee under Exhibits C through G (except court reporters and superior court commissioners) shall receive one (1) Personal Holiday each calendar year equivalent to their FTE on January 1 or upon hire, not to exceed eight (8) hours. The Personal Holiday must be used in the year it is earned, in increments of at least one hour for FLSA exempt employees. Personal Holidays are not cashed out upon separation.

6.3.2 Working a Holiday. Employees who are required to work, because state law requires an office to remain open on the December 24th County holiday observance, shall receive two days off with pay.

Employees, who are required by their department head to work a paid County holiday because of an emergency, a project that can only be completed when County offices are closed, or special directive from the Executive’s Office, shall receive two (2) days off with pay at a mutually agreeable time.

6.3.3 Part-Time Employees’ Holiday Pay. Part-time employees will receive holiday pay based on their currently assigned, but not more than their budgeted FTE.

6.4 Paid Time Off (PTO) Bank. Each non-represented employee on Exhibits A & B will, in lieu of accruing vacation, sick and personal holiday, accrue time into a Paid Time Off (PTO) bank.

6.4.1 Accrual. Accrual for 1.0 FTE’s will be in accordance with the following schedule with the first employment year being the year hired and subsequent employment years being the first of the year. Employees appointed to an eligible unrepresented PTO position will have their accrued and available vacation and personal holiday hours placed in a PTO bank. Prior regular County employment may be considered when determining employment year. Part-time employee’s monthly PTO bank accrual rates will be pro-rated based on FTE.

<table>
<thead>
<tr>
<th>Exhibit A</th>
<th>Accrual Rate/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon hire and subsequent years</td>
<td>26.00 hours</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exhibit B</th>
<th>Accrual Rate/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>During 1st through 4th employment year</td>
<td>21.33 hours</td>
</tr>
<tr>
<td>During 5th and subsequent years</td>
<td>24.67 hours</td>
</tr>
</tbody>
</table>

6.4.2 Short-Term Disability (STD) Bank. Each newly eligible employee will receive a “one-time” deposit of 480 hours into a short-term disability (STD) bank. Part-time employee’s short-term disability bank deposits will be pro-rated based on FTE. The STD
bank can be accessed only after an employee has been absent and used PTO bank hours to cover three consecutive work days for an illness or injury, for an approved Family/Medical Leave, or to provide care for a family member under Family Care or Family Leave. For each separate intermittent FMLA situation, only one period of three consecutive work days charged to PTO needs to be met each applicable 12-month period before gaining access to the STD bank. Access to the STD bank may require a physician’s certification. Deductions from the STD bank must be for one hour or more. The STD bank is not eligible for cashout at any time.

6.4.3 Sick Leave Bank. Employees appointed to an eligible unrepresented PTO position will maintain their accrued and available sick leave hours in a bank, which can be accessed only if the one-time STD bank is depleted. Employees may be required to provide proof of illness or periodic health care progress reports per sections 6.1.4, 6.8.1, 6.10 and 8.1.1. Upon voluntary separation, layoff or death, the sick leave bank cashout will be cashed out per section 6.1.7.

6.4.4 Paid Time Off Usage. PTO bank hours may only be requested as accrued and used as approved. In the event an employee needs PTO for an illness or to care for a family member, the employee should give his or her supervisor as much notice as possible. Deductions from the PTO bank must be for one hour or more.

6.4.5 Paid Time Off Bank Carryover/Cashout. No more than 330 PTO hours at the end of the last pay period in any year can be carried over to the following calendar year with additional hours forfeited. If funds exist in the department’s current budget, by mutual agreement among the impacted employee, the department head (if applicable) and the Executive’s Office, PTO anticipated to be above the 330 hours carryover maximum can be cashed out each calendar year in the amount of 50% of accrued hours up to a maximum of eighty (80) hours. Upon separation, hours in the PTO bank will be cashed out at 100%.

6.4.5.1 Paid Time Off Bank Cashout – PERS I. No PERS I employee will be adversely affected by the PTO program relative to excess compensation impacting retirement income compared to the currently allowed sick and vacation cashout previously allowed upon separation.

6.5 Jury Duty & Military Leave. Non-represented employees considered exempt under the Federal Fair Labor Standards Act (FLSA) shall have no deduction in salary for absences caused by jury duty or annual military leave. Jury duty and military leave will be provided as described in County Policy, USERRA or state law.

6.6 Bereavement Leave. Bereavement leave shall be provided to non-represented employees, who suffer a death in the immediate family, of up to five (5) days off (maximum of forty hours) without loss in pay. Immediate family members include a spouse or State registered domestic partner, child or parent (including step) of either the employee or the employee’s spouse. Up to three (3) days off without loss of pay is available for other close family members (including step): brother, sister, grandchildren or grandparents of either the employee or the employee’s spouse. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected employee may have up to eight (8) hours off without loss in pay to attend the funeral or memorial, if not covered above. Additional days off without pay or using
accrued leave may also be available upon written approval of the department head. Requests for greater than five (5) days of leave without pay in a calendar year requires Executive Office approval.

6.7 **Civil Leave.** Civil leave with pay shall be allowed to permit a non-represented employee to testify in any federal, state or municipal court when a subpoena compels such testimony and such testimony is on behalf of Whatcom County or is in connection with a matter in which Whatcom County is a party.

6.8 **Family Leave.** The County provides unpaid leave to any eligible non-represented employee covered by this Resolution, consistent with the Washington State Family Leave Act, Washington State Family Care Act, Washington State Military Family Leave Law, and the Federal Family and Medical Leave Act (FMLA). Employees are not required to use accrued vacation time, sick leave, STD bank, or PTO bank before commencing unpaid family leave, except an employee who has previously used twelve (12) weeks of unpaid FMLA will, for the following four years, use all but a total of forty (40) accrued hours (including compensatory time) of allowable vacation, sick, PTO bank, STD bank, and personal holiday time before beginning unpaid leave during any subsequent twelve-month FMLA period. If leave pursuant to FMLA stipulations would also qualify as leave under any other County benefit, policy or type of leave, the period of the FMLA leave will run concurrently as permitted by law and will apply toward an employee’s entitlement for each type of leave that may be applicable.

6.8.1 **Physician Certifications.** The County may require physician certifications in accordance with state and federal guidelines.

6.9 **Maternity Leave.** Accrued sick leave or STD bank time may be utilized for maternity/disability leave. In the event sick leave and/or the STD bank is exhausted before the employee returns to work, any vacation, PTO bank, or other paid leave which has accrued must be utilized before approval of any leave without pay is considered by the County, except for leaves falling under the federal Family and Medical Leave Act or County policy. If leave pursuant to this provision would also qualify as leave under any federal or state laws, the period of leave will apply toward the employee’s entitlement to leave under any applicable laws consistent with section 6.8. Unless the birth mother chooses to invoke FMLA, a birth mother’s period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement.

6.10 **Paternity Leave.** Sick leave to a maximum of forty (40) hours shall be available to use by an employee at the time of delivery of a child by their legal spouse.

6.11 **Leave for Illness or Injury.** Non-represented employees may request in writing, with appropriate health care provider verification, leave for major illness or injury utilizing Family/Medical Leave, accrued leaves, and unpaid leaves, as appropriate and as approved. Total time for the leave, which will include all time away from work, may be extended up to a maximum of twelve (12) months with the mutual consent of the department head and the Executive’s Office. An employee who returns to work will be credited for length of return time to job of injury, if work related, within the twelve (12) month limit if the employee must go back on disability for the same illness/injury. Periodic health care progress reports may be required.
6.12 **Domestic Violence Leave.** The County provides leave to employees who are victims of, or who are family members of victims of domestic violence, sexual assault, or stalking, consistent with the requirements of the Washington Domestic Leave Law.

6.13 **Absence Due to Adverse Weather.** FLSA non-exempt employee’s absence due to severe inclement weather or other unusual emergency conditions will be charged to one of the following in sequential order: compensatory time, vacation leave, paid time off, personal holiday, or leave without pay, unless an employee who wishes to take leave without pay notifies his/her payroll preparer before the department’s payroll cut-off time.

6.14 **Unpaid Furlough.** Whatcom County certifies that non-represented employees taking voluntary unpaid furlough are doing so as an integral part of the employer’s expenditures reduction efforts.

7. **ELECTED OFFICIALS**

   7.1 **Wage Adjustments for Elected Officials.** Council Members and Executive Branch Elected Officials shall be compensated per the appropriate Resolution.

   7.2 **District Court Judges.** District Court Judges shall accrue sick leave at the same rate as non-represented employees per section 6.1. Additionally, pursuant to RCW 3.34.130, District Court Judges will receive thirty (30) days’ annual leave each January 1. Annual leave cannot be carried forward to the next year. When a District Court Judge vacates office, the total remuneration for annual leave and sick leave shall be granted as allowed by RCW 3.34.100, and shall not exceed the equivalent of thirty (30) days’ monetary compensation.

8. **BENEFITS**

   8.1 **Benefits Eligibility.** Non-represented employees must be compensated at least eighty (80) hours per calendar month and be in at least a .5 FTE position to be eligible for certain benefits (including, but not limited to, sick leave, holiday, vacation, PTO bank, STD bank, and health and welfare). Compensation is defined as payment of wages for work performed, vacation, accrued sick leave, PTO, STD, other paid leave, or income for industrial injury not to exceed twelve months. County payments of health and welfare premiums for benefits of non-represented employees are made on behalf of employees. Compensation earned in one (1) calendar month provides health and welfare benefit coverage in the following month unless stipulated otherwise in plan documents. Any elected official or newly hired non-represented employee will be initially eligible for health and welfare benefits the calendar month following at least 80 hours of compensation in one (1) calendar month. Waiting period requirements on individual plans must be met for benefit reimbursement. Due to the nature of elected official positions, they will be eligible for health & welfare benefits on the same basis as a 1.0 FTE.

   8.1.1 **Benefits Coverage In Case of Documented Extended Illness or Injury.** If an employee has a health care provider documented extended illness, injury, or disability, and is unable to work or be compensated at least eighty (80) hours per calendar month, medical contributions will continue to be paid by the County for full employee and family coverage for up to twelve (12) months from the date the employee is first ineligible.
on account of such illness or injury unless employment is terminated or as adjusted per section 6.8. This twelve-month period will apply towards the COBRA continuation coverage period. Dental, vision and life premiums will be paid by the County for the first three months of ineligibility only. Periodic health care provider reports may be required.

8.1.2 Part-Time Employee’s Benefits Coverage. Part-time employees who fail to receive 80 hours of compensation in a calendar month shall be considered eligible for all applicable benefits during the month in question when the failure to meet eligibility requirements is due to a quirk in scheduling and through no fault of the employee.

8.2 Health & Welfare Benefits. All elected officials and eligible non-represented employees shall be granted the following health and welfare benefits. The benefits shall include full contribution by the County for the employee, spouse, and dependent children of the employee, except as noted below.

A) Medical
   • Including contribution for coverage for domestic partner, when registered with the Washington State Office of the Secretary of State.
   • Excluding required employee contribution for Contributory Plan.
   • Employees in budgeted positions of less than 1.0 FTE shall contribute a prorated share of the full contribution. (This does not apply to employees hired before 2002.)

B) Dental
C) Vision
D) Long-Term Disability – employee only
E) Life insurance – employee only - in the face amount of each elected official or non-represented employee’s annual salary to a maximum of $50,000.

8.2.1 Medical Contribution Cap. For 2017, the County will provide full family medical coverage with no payroll deduction under the 2000 Plan (this is the default plan). Employees may alternatively elect the Contributory Plan, or the Qualified High Deductible Health Plan (QHDHP). Employees will elect their next year’s plan choice during an open enrollment period in November.

8.2.1.1 2000 Plan. Employees may elect to participate in the 2000 Plan with no payroll deductions.

8.2.1.2 Contributory Plan. Employees may elect to participate in the Contributory Plan via authorized monthly payroll deduction of $148.44.

8.2.1.3 Qualified High Deductible Plan (QHDHP) and Health Savings Account. Employees may elect to participate in the Qualified High Deductible Plan with no payroll deduction. Employees electing to participate in the QHDHP plan will be eligible to establish a Health Savings Account (HSA) if they are otherwise qualified to have such account.

8.2.1.1.1 First Time Enrollees. For first time enrollees, the County will contribute to the HSA a total of $1,250 per employee if signing up as an employee only OR $2,500 per employee as seed money if signing up as an employee plus...
dependents. Part-time non-represented employees will receive a pro-rated contribution based on their budgeted FTE. One half the annual HSA contribution amount will be funded in January and the balance will be contributed in 11 equal monthly amounts for the remaining months in 2017. Participating employees are also eligible to contribute to the HSA.

8.2.1.1.2 New Hires. Employees who choose the Qualified High Deductible Plan (QHDHP) will be eligible to establish a HSA, if they are otherwise qualified to have such account. The County will contribute to the HSA a total of up to $1,000 for employee only OR up to $2,000 for employee plus dependents as seed money for first time enrollment. Part-time non-represented employees will receive a pro-rated contribution based on their budgeted FTE. Fifty percent (50%) will be contributed the calendar month following eighty (80) hours of compensation in one calendar month and enrolled in the HSA with monthly contributions of either $45.45 (employee only) or $90.91 (employee plus dependents) throughout the remaining months in 2017. Participating employees are also eligible to contribute to the HSA.

8.3 Other Benefits

8.3.1 Flex 125. The County will pay set-up costs and ongoing maintenance costs to allow employees to utilize a Dependent & Health Care Reimbursement Plan.

8.3.2 Retirement Plans. The County provides payment to retirement plans through the Washington State Department of Retirement Systems (DRS), which also requires contributions from eligible non-represented employees. Elected officials may elect, but are not required, to participate in a DRS plan.

8.3.3 Deferred Compensation. The County provides the opportunity for voluntary employee participation in deferred compensation (457 plans) and 401(a) programs. The County matches these contributions fifty cents on the dollar, up to a maximum of 2% of base salary, with County contributions placed in a 401(a) Plan. New employees, within thirty (30) days of hire, may elect to contribute directly to the 401(a) plan.

8.3.4 Employee Assistance Program. The County provides confidential counseling assessment services through an Employee Assistance Program for employees and their immediate families.

8.3.5 Sheriff’s Office Disability Plan. LEOFF II and PERS unrepresented employees in the Sheriff’s Office will be provided a substantially equivalent disability plan as that provided to employees directly reporting to them. Such employees are not eligible to participate in the Long-Term Disability Plan offered under section 8.2.D.

8.3.6 Retirement Health Savings Plan. The County provides a tax-free Retirement Health Savings Plan (RHS) for tax-free use for qualified medical expenses, in accordance with IRS regulations. The County will administer the RHS plan consistent with the County’s RHS plan documents. Contribution types, which are mandatory within identified groupings of employees, may include, but are not limited to: contribution of excess sick leave; contribution of a percentage of base salary; and contribution of sick
leave, vacation and/or PTO bank cashouts at voluntary separation from County employment. The County may at its discretion identify additional recognized groupings of unrepresented employees to have one or more of the existing contribution types applied.

8.3.6.1 **Retirement Health Savings.** For those non-represented employees of the Sheriff's Office subject to the Binding Arbitration Adjustment matrices contained in Exhibits E and F, 3% of base salary provided will be mandatorily paid by the County to his or her Retirement Health Savings account, with the remaining 97% of base salary paid through payroll.

8.3.6.1.1 **Additional Mandatory Contributions.** When any of the employees on Exhibit E or F separate from employment, sick leave cashout, per section 6.1.7 and vacation cashout will be mandatorily contributed to his or her Retirement Health Savings account.

8.3.7 **Clothing Repair & Replacement.** Employees who, in the course of pursuing their assignments, suffer a loss or substantial damage to clothing, excluding normal wear and tear, shall be reimbursed the reasonable cost for the repair or replacement of like items at a rate commensurate with the condition of the claimed item. Personal property shall be repaired or replaced up to $35.00 per item.

8.3.8 **Electronic Funds Transfer.** All newly hired regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment. Employees may temporarily stop EFT in emergency situations with at least seven (7) days' notice before a scheduled payday, but must restart EFT within three months.

9. **POLICY OR PROVIDER CHANGES**

From time to time, the County may change provisions in this resolution or select different providers of benefits, which may impact plans offered. Nothing in this document shall limit the County’s ability to change any provision in this resolution or to search for the most cost effective benefit packages, nor shall it commit the County to selecting any specific provider or plan.

10. **EFFECTIVE DATE**

All changes in salaries and benefits under this resolution shall become effective on the first full pay period in January, 2017 and shall remain in effect until rescinded, except where noted otherwise and except that any further changes may be retroactively applied as approved by the County Council.
AND FURTHER, THEREFORE, BE IT RESOLVED, that Resolution Nos. 2014-067, 2015-013 and 2015-054 are hereby rescinded effective January 1, 2017 and this Resolution shall become effective that same date.

APPROVED this 6th day of December, 2016.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk
Barry Buchanan, Chair

APPROVED as to form:

_ Daniel L. Gibson _
Chief Civil Deputy Prosecuting Attorney
64


### Exhibit "D" Support Salary Matrix - FLSA Non-Exempt - Effective January 2017 (+2.25%)

<table>
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<tr>
<th>Range</th>
<th>Step 1</th>
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<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
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### Exhibit "E" Sheriff's Binding Arbitration Adjustment Salary Matrix

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### Exhibit "F" Corrections Binding Arbitration Adjustment Salary Matrix

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### Exhibit "G" Court Reporters & Health Officer Salary Matrix - Effective January 2017 (+2.25%)

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### Exhibit "H" Commissioners Salary Matrix

**Effective**

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*(90% of Superior Court Judge Salary)

*(85% of District Court Judge Salary)*

*To be set in June of 2017.*

---

**Exhibit "E"**

**LONGEVITY**

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<td>21</td>
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<td>24</td>
<td>6.00%</td>
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*Based on top step Deputy wage and years of service*
Recreation and Conservation Office Firearms and Archery Range Recreation (FARR) Application Resolution/Authorization Plantation Indoor Rifle Range Roof Replacement 16-2784

Request approval by resolution to make application to the Recreation and Conservation Office FARR Program for funding assistance to replace the indoor range roof and HVAC system at the Plantation Rifle Range.
MEMORANDUM

TO: Honorable Members of the Council and Executive Louws

FROM: Michael McFarlane, Director

DATE: November 16th, 2016

RE: Authorizing Resolution for FARR Grant Application 16-2784

I am requesting approval of an authorizing resolution as part of an application for $149,500 in grant funding through the WA State Recreation and Conservation Office Firearms and Archery Range Recreation Program (FARR). Funds will be used to assist with the replacement of the indoor range roof and HVAC system at the Plantation Rifle Range.

Please contact me at 5855 if you have any questions or require additional information.
RESOLUTION NO. __________

Recreation and Conservation Office
Firearms and Archery Range Recreation (FARR)
Application Resolution/Authorization
Plantation Indoor Range Roof Replacement 16-2784

Organization Name Whatcom County Parks and Recreation

Project Name and Number (s) 16-2784 Plantation Indoor Range Roof Replacement

This form authorizes submitting application for grant funding assistance for Firearms and Archery Range Recreation (FARR) project to the Recreation and Conservation Funding Board as provided in Chapter 79A.25 RCW, WAC 286, and other applicable authorities.

WHEREAS, under provisions of the FARR program, state grant assistance is requested to aid in financing the cost of replacing the Plantation Indoor Range Roof and HVAC system; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application.

NOW, THEREFORE, BE IT RESOLVED that:

1. That Michael McFarlane, Whatcom County Parks & Recreation Director is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.

2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office’s web site at: http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf and authorizes Jack Louws, Whatcom County Executive to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.

3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

4. Our organization expects our matching share of project funding will be derived from REET 1 and general fund force accounts and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.

5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainerage and hold that amount until the project is complete.
6. We acknowledge that any property not owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant for at least ten (10) years after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.

7. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.

8. We provided appropriate opportunity for public comment on this application.

9. We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

APPROVED this _____ day of ____________, 2016.

WHATCOM COUNTY COUNCIL

ATTEST:

WHATCOM COUNTY, WASHINGTON

______________________________
Dana Brown-Davis, Clerk of the Council

______________________________
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

______________________________
Elizabeth Gallery, Civil Deputy Prosecutor

Washington State Attorney General’s Office

Approved as to form /s/Brian Faller August 1, 2016

______________________________
Assistant Attorney General Date
Amendment No. 7 to Contract for Services Agreement with Brown and Caldwell for the Deming Levee Upstream Improvement Project

ATTACHMENTS:

1. Memorandum
2. Contract Amendment

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

This agreement with B&C is for assistance with various technical issues that may arise during construction as well as providing stamped record drawings as required by our grant agency.
MEMORANDUM

TO: The Honorable Members of the Whatcom County
   Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Paula J. Harris, P.E., River and Flood Manager
      Gary Stoyka, Natural Resources Manager

RE: Amendment No. 6 to Brown and Caldwell Contract for Construction Support
    Deming Levee Upstream Improvement Project

DATE: November 22, 2016

Enclosed are two (2) originals of Amendment No. 6 to the Contract for Services Agreement between the Whatcom County Flood Control Zone District and Brown and Caldwell (B&C) for your review and signature.

Requested Action
Public Works respectfully requests that the County Council, acting as the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors, authorize the Executive to amend the existing contract with Brown and Caldwell (B&C) to provide construction support services for the Deming Levee Upstream Improvement Project.

Background and Purpose
The objective of the Deming Levee Upstream Improvement Project is to reduce flood risk to the Mt. Baker School District facilities, including their sewage lagoon, bus barn, and maintenance facilities; the Nooksack River Casino drain field; and structures in the town of Deming. After a year of coordination with the railroad, we are now in the process of finalizing an agreement for a new crossing that will allow us to access our new levee where it ties in to the railroad embankment. Execution of the agreement with the railroad and receipt of final permits will allow construction during the spring of 2017. This amendment with B&C is for assistance with various technical issues that may arise during construction and provide stamped record drawings as required by our grant agency.

Funding Amount and Source
The increase in the agreement amount proposed by this amendment is $119,650 resulting in a total contract amount of $630,840. The project is being funded using FCZD, REET II and a Washington Department of Ecology Floodplains by Design grant. The 2016 FCZD budget has adequate budget authority for this contract amendment.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding the terms of this agreement.

Encl.
Originating Department: Public Works

Program/Project: (i.e. Dept. Division and Project) Public Works/ River and Flood/ Deming Levee Upstream Improvement Project

Contract or Grant Administrator: Paula J. Harris P.E.

Contractor's / Agency Name: Brown and Caldwell

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 #: 201104011

Does contract require Council Approval? Yes ☒ No ☐

If No, include WCC: 

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): RFQ 10-01

Cost Center: 708004

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.

Contract Amount:(sum of original contract amount and any prior amendments):

$ 511,190

This Amendment Amount:

$ 119,650

Total Amended Amount:

$ 630,840

Summary of Scope:

This agreement with B&C will allow for construction services to assist us with various technical issues that may arise during construction as well as providing stamped record drawings as required by our grant agency.

Term of Contract: January 1, 2017

Expiration Date: December 31, 2017

Number of Contract Amendments:

1. Prepared by: Paula J. Harris

Date: 11/21/2016

2. Attorney signoff: Dan Gibson

Date: 11/21/16

3. AS Finance reviewed: Brad Bennett

Date: Date:

4. IT reviewed (if IT related):

Date:

5. Contractor signed: Brown and Caldwell

Date: 11/21/16

6. Submitted to Exec.: Date:

Date: 11/22/16

7. Council approved (if necessary):

Date:

Date:

8. Executive signed:

Date:

Date:

9. Original to Council:

Date:

Date:

Last edited 10/01/15
AMENDMENT NO. 7
TO
CONTRACT FOR SERVICES
BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT and
BROWN AND CALDWELL for the
DEMING LEVEE UPSTREAM IMPROVEMENT PROJECT

THIS AGREEMENT, made and entered into on the ____ day of ________, 2016, by and between the Whatcom County Flood Control Zone District, hereinafter referred to as the "County" and Brown and Caldwell, a consulting company hereinafter referred to as the "Contractor,"

WITNESSETH

WHEREAS, the Lower Nooksack River Comprehensive Flood Hazard Management Plan recommended the Deming Levee Upstream Improvement Project (Project) to reduce the risk of flooding to the Mt. Baker School District facilities, including its sewage lagoon, bus barn, and maintenance facilities; Nooksack Tribal facilities; and the town of Deming; and

WHEREAS, the County entered into an agreement with the Contractor commencing on April 27, 2011, to provide professional consulting services for Phase 1, and amended the contract on December 13, 2011, September 12, 2012, and to provide the budget and revise the scope of work to include additional phases of design; and

WHEREAS, in addition to the three amendments referenced above, the contract was extended twice due to unanticipated delays beyond the Contractor's control; and

WHEREAS, the Contractor has successfully completed Phases 1 through 4 of the Project and delivered 100% design and specifications; and

WHEREAS, the County is anticipating Construction of this project in 2017 and is in need of the Contractor to perform construction support services; and.

NOW, THEREFORE, County and Contractor agree to modify the Agreement as follows:

1. SCOPE OF CONTRACTOR'S SERVICES

The Scope of Contractor's Services is amended to include the additional Scope of Services described in Exhibit A-6, attached hereto and incorporated herein by reference.

2. PERFORMANCE

As consideration for the additional services to be provided by the Contractor, the County agrees to reimburse the Contractor for services rendered under this amendment at a total sum not to exceed ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED AND FIFTY-ONE DOLLARS ($119,650) based on the cost breakdown detailed in Exhibit B-6, which is attached hereto and incorporated herein by reference. The revised contract amount is not to exceed $630,840.

3. TERMINATION DATE

The duration of this agreement shall be extended to December 31, 2017
APPROVED BY THE CONTRACTOR:
Brown and Caldwell
Ron Bard, Managing Engineer

Brown and Caldwell
701 Pike Street, Suite 1200
Seattle, WA 98101-2310

STATE OF WASHINGTON
COUNTY OF King

On this 21st day of NOV., 2016, before me personally appeared Ron Bard to me known to be a Senior Associate/Senior Consultant of Brown and Caldwell 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 Seattle. My commission expires 02/20/2018.

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval: 11/22/16

Jon Hutchings, Whatcom County Public Works Director Date

Approved as to form:
Daniel L. Gibson, Chief Civil Prosecuting Attorney Date

Approved:
Accepted for Whatcom County Flood Control Zone District

By:
Jack Louws, Whatcom County Executive, acting for the Whatcom County Flood Control Zone District Board of Supervisors

STATE OF WASHINGTON ) ss
COUNTY OF WHATCOM )

On this ______ day of __________, 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 __________________.
EXHIBIT A-6
SCOPE OF SERVICES

This scope of services describes work to be completed by Brown and Caldwell (Contractor) and Shannon and Wilson (Sub-Contractor), collectively the Contractor team, in support of the bid and construction phases of the Deming Levee Improvement Project (Project). The County, in a separate document, shall contract with a construction contractor (Construction Contractor) to complete the construction of the Project.

Task 1 – Project Management
The following tasks and services will be provided by the Contractor team during the construction phase of the Contract:

- Monthly progress reports and invoicing.
- Contract coordination and filing.
- Coordination with County and Sub-Contractors

Task 2 – Pre-Construction, Bid Phase Services
The following task has allocated 148 hours (80 hours for Contractor, 64 hours for Sub-Contractor) to provide the following technical assistance services during the Pre-Construction Phase of the Contract:

- Complete minor changes to drawings and specifications based on permitting feedback; stamp and sign Issue for Bid design package.
- Assist County in resolving final specifications revisions per BNSF Railway engineering comments.
- Attend one (1) Pre-Bid site meeting to meet with potential bidders and address questions (meeting facilitated by County).
- Attend up to two (2) 1-hour conference calls during Pre-Bid Phase.
- Answer County and Contractor questions and Requests for Information (RFIs) during Bid Phase.
- Provide support to the County to issue addenda as necessary.
- Review and provide comments on Contractor bids.

Task 3 – Engineering Technical Assistance During Construction
The following task has allocated 148 hours (52 hours for Contractor, 96 hours for Sub-Contractor) to provide the following technical assistance services during the Construction Phase of the Contract:

- Attend Pre-construction meeting.
- Review and provide written comments on submittals, plans and shop drawings.
- Review and provide written responses to RFIs.
- Review Requests for Approval of Materials (RAMs).
- Contractor or Sub-Contractor, depending on who issued the original drawings, will provide a stamped record drawing set and close-out documents, subject to assumptions noted below. Provide a stamped geotechnical letter summarizing Sub-Contractor’s observation of project construction methods, testing, and general conformance with plans and specifications.

Task 4 – Technical Assistance for Change Order Requests
The following task has allotted 40 hours (20 hours for Contractor, 20 hours for Sub-Contractor), to provide assistance for any change order requests or claims that may be submitted by the Contractor:

- Provide technical assistance for change order requests or claims.

Task 5 – Field Observations, Site Visits During Construction
The following task has allocated 120 hours (40 hours for Contractor, 80 hours for Sub-Contractor) to provide field observation services during the Construction Phase of the Contract. Field observation services may include:

- Excavations, and subgrade preparation.
- Geosynthetic liner installation.
- Fill placement and compaction.
- Settlement observations.
- Pile installation.
- Riprap and erosion and sediment control installations.
- Dewatering, cofferdam, diversion and bypass installations.
- Stream mitigation grading, streambed material and large woody debris installations.
• Erosion control BMPs, and seeding.
• Quality Control field sampling and laboratory testing not to exceed $2,500.
• Participation in onsite construction meetings on as-needed basis as requested by the County’s Project Manager

Task 6 – Permit Assistance
The following task has allocated 52 hours (12 hours for Contractor, 40 hours for Sub-Contractor) to provide responses to permit related questions from the Contractor and permit agencies.

Task 7 – Meetings and Calls During Construction
This task includes attendance for the following meetings and calls by one representative each from BC and S&W during the Construction Phase of the Contract:
• Attend up to five (5) 2-hour meetings.
• Attend up to five (5) 1-hour conference calls.

ASSUMPTIONS
The following assumptions apply to the scope, cost estimate and terms of this proposal and contract:
• The County will manage the construction contract as described below. The Contractor will provide technical assistance to the County as requested during the bid and construction phases of the project.
The County will provide the following team members:

1) Project Engineer - duties include, but are not limited to, the following:
a. Serve as primary project contact for Construction Contractor
b. Coordinate with Construction Contractor to resolve project issues
c. Host pre-construction meeting
d. Schedule and lead weekly construction meetings
e. Review Construction Contractor's contract forms including request to sublet and affidavit of wages paid
f. Review Construction Contractor certified payrolls
g. Prepare monthly progress payments
h. Prepare and manage Record of Materials (ROM)
i. Serve as clearinghouse for material submittals/shop drawings, maintain master log, and forward appropriate items to Construction Contractor for review
j. Prepare change orders
k. Review Construction Contractor Requests for Information (RFI’s) and prepare responses
l. Coordinate with BNSF Railroad for construction issues related to construction within their Right-of-Way
m. Perform reviews and provide comments, and coordinate with Sub-Contractor on construction contract submittals

2) Resident Inspector - duties include, but are not limited to, the following:
a. Attend preconstruction meeting
b. Provide construction observation for the duration of the contract working days
c. Prepare daily inspector reports
d. Field verify materials delivered to jobsite
e. Obtain truck tickets from Construction Contractor for materials to be paid by tonnage
f. Prepare material pay notes and project ledger to support County-prepared monthly progress payments
g. Coordinate materials testing with a County-provided testing agency
h. Coordinate with private utility company and BNSF Railroad inspectors
i. Photograph project conditions
• Record drawings will be prepared based on information and construction management documentation provided by the County or others; the Contractor or Sub-Contractor (as applicable) will not field verify or confirm the accuracy of this information and will include clarifying language with the Engineer’s Seal to describe this limitation.
• County will provide copies of daily inspection/activity reports, submittals and information needed for geotechnical construction conformance letter.
• The Contractor team will use 2017 general hourly rate schedule
• Duration of the contract is assumed to be January 1, 2017 through December 31, 2017, with construction occurring between May 1, 2017 and October 31, 2017.
• The Contractor team can provide field observation services with 48 hours’ notice from the County.
• Labor and expenses are limited to budgets described above and shown in the cost estimate.
|                         | 0  | 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
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| **12000**               |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
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| **9000**                |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
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| **Field Observation**  | 42 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| **Formal Assistance**   | 32 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| **Meetings and Calls**  | 12 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| **Total**               | 86 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| **Consultation Services** | 15 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| **Total**               | 15 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| **600**                 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
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| **Project Management**  | 1 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
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| **Grand Total**         | 97 |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |

*EXHIBIT B-6*

**Complimentary - County et al. - Deposit Level Discrepancies (unaudited)
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<td>Drafter</td>
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<tr>
<td>Geologist/Hydrogeologist II</td>
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<td>Senior Vice President</td>
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As consideration for the services provided pursuant to Exhibit A-6, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided above. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed as described here:

- Mileage will be reimbursed at IRS rate for travel outside Whatcom County
- Lodging and per diem reimbursement will be at a rate not to exceed the GSA rate for the location services are provided
- Reimbursement for air travel will be at coach rates
- Materials purchased and equipment rented specifically for the project shall be reimbursed at cost
- Other expenditures such as outside printing and postage shall be reimbursed at actual cost
- In-house computer usage and domestic and long distance telephone charges shall be at no cost.

Contractor will invoice monthly. Invoices will include hours worked by employee by task, during the billing period. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the contract amount.

Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the Contractor’s expense.
**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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**TITILE OF DOCUMENT:** Contract between Whatcom County and North Sound Behavioral Health Organization and Island, San Juan, Snohomish, and Skagit Counties.

**ATTACHMENTS:**
1. Info Sheet
2. Executive Memo
3. 2 copies of contract

**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 North Sound BHO is in the process of planning for the expansion of behavioral health treatment facilities in the five-county region through various capital projects. Whatcom County plans to expand its current Triage Facility as part of this planning process. The North Sound BHO intends to provide funding support for some of the costs associated with the county’s capital project for the Triage Facility expansion. The agreement recognizes that the county’s Triage Facility is locally situated, but will operate as a regional treatment facility.

This Interlocal agreement provides approximately $2.5 million to the county up front in the form of a refundable grant agreement. The purpose of this agreement is to commit the funding as well as the agreed upon process for utilizing the funds. Additionally, the agreement outlines the process for refunding to the North Sound BHO any unused monies.

**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
FROM: Regina A. Delahunt, Director
RE: North Sound Behavioral health Organization, Interlocal Agreement for funding Behavioral Health Facilities
DATE: November 9, 2016

Enclosed are two (2) originals of an Interlocal Agreement between Whatcom County and North Sound Behavioral Health Organization (North Sound BHO) and other Counties in the region for your review and signature.

- Background and Purpose

The North Sound BHO is in the process of planning for the expansion of behavioral health treatment facilities in the five-county region through various capital projects. Whatcom County plans to expand its current Triage Facility as part of this planning process. The North Sound BHO intends to provide funding support for some of the costs associated with the county’s capital project for the Triage Facility expansion. The agreement recognizes that the county’s Triage Facility is locally situated, but will operate as a regional treatment facility.

This Interlocal agreement provides approximately $2.5 million to the county up front in the form of a refundable grant agreement. The purpose of this agreement is to commit the funding as well as the agreed upon process for utilizing the funds. Additionally, the agreement outlines the process for refunding to the North Sound BHO any unused monies.

- Funding Amount and Source

The funding for this grant agreement is provided by the North Sound BHO. Council approval is required and an agenda bill is attached.

Please contact Anne Deacon at extension 6054, if you have any questions or concerns regarding the terms of this agreement.

Encl.
<table>
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<th>Originating Department:</th>
<th>Health</th>
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<td>(i.e. Dept. Division and Project)</td>
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<tr>
<td>Contract or Grant Administrator:</td>
<td>Anne Deacon</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>North Sound Behavioral Health Organization</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 [ ]
- **If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:** [ ]

- **Does contract require Council Approval?** Yes [ ] No [ ]
- **If No, include WCC:** (see Whatcom County Codes 3.06.010A, 3.08.090M and 3.08.100A)
- **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):** [ ]

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

- **Contract Amount:(sum of original contract amount and any prior amendments):** To be determined

- **Contract for Commercial off the shelf items (COTS).**
- **Work related subcontract less than $25,000.**
- **Public Works - Local Agency/Federally Funded FHWA.**

**Summary of Scope:** The North Sound BHO is in the process of planning for the expansion of behavioral health treatment facilities in the five-county region through various capital projects. Whatcom County plans to expand its current Triage Facility as part of this planning process. The North Sound BHO intends to provide funding support for some of the costs associated with the county’s capital project for the Triage Facility expansion. The agreement recognizes that the county’s Triage Facility is locally situated, but will operate as a regional treatment facility.

This Interlocal agreement provides approximately $2.5 million to the county up front in the form of a refundable grant agreement. The purpose of this agreement is to commit the funding as well as the agreed upon process for utilizing the funds. Additionally, the agreement outlines the process for refunding to the North Sound BHO any unused monies.

**Term of Contract:** December 15, 2016

**Expiration Date:** 5 years from last signature
This INTERLOCAL AGREEMENT CONCERNING NSBHO, LLC DISBURSEMENTS FOR BEHAVIORAL HEALTH FACILITIES ("Agreement") is by and among the following Parties, North Sound BHO, LLC, a limited liability company ("North Sound"), Island County, ("Island"), San Juan County ("San Juan"), Snohomish County ("Snohomish"), Skagit County ("Skagit") and Whatcom County ("Whatcom"), each county a political subdivision of the State of Washington (each a "County" and collectively, the "Counties").

RECITALS

WHEREAS, North Sound is a Washington Behavioral Health Organization formed as a limited liability company, the members of which are Island, San Juan, Snohomish, Skagit and Whatcom Counties (the "Region"); and

WHEREAS, the rights and responsibilities of the Counties and North Sound (the "Parties") are governed by the Joint County Authority BHO Interlocal Operating Agreement of January 1, 2016 ("Operating Agreement"); and

WHEREAS, North Sound, pursuant to Chapter 71.24 RCW, is charged with facilitating the provision of behavioral health services in the Region; and

WHEREAS, the Parties have entered into an Interlocal Agreement for Regional Behavioral Health Facilities Planning, dated June 20, 2016 ("Planning Agreement") whereby the Counties and North Sound have undertaken to identify the type, number, size, location, and
priority for developing behavioral health facilities for the Region for inclusion in a facilities plan to be approved by the Executive Committee (the “Facilities Plan”); and

WHEREAS, the Planning Agreement calls for adoption of the Facilities Plan by the Executive Committee of North Sound, as defined below, after which the Facilities Plan will be the basis for financing and developing various regional behavioral health facilities by the Counties to be operated under the auspices of North Sound and its contracted behavioral health service providers; and

WHEREAS, the Parties recognize that, although each facility will be located in a single County, the purpose of the facilities will be to fulfill a regional need and will be operated as regional facilities for use by all of the Counties; and

WHEREAS, the Parties intend that: (1) each regional behavioral health facility developed with the funds disbursed pursuant to this Agreement will be owned as an asset of the County in which it is developed; (2) each County accepting disbursement and agreeing to build or redevelop a regional behavioral health facility will derive rental income from the facility; (3) the residents in each County in which a regional behavior health facility is developed will receive enhanced access to behavioral health services; and (4) each County in which a regional behavioral health facility is located will receive beneficial economic and employment opportunities from the construction and operation of each regional behavioral health facility; and

WHEREAS, the Parties expect to obtain financing from various sources in order to undertake the Facilities Plan, including allocation of capital funds from the Washington Legislature; and

WHEREAS, North Sound is in possession of funds it wishes to disburse to the Counties for the specific purpose of facility acquisition and construction pursuant to the terms and
conditions of the Operating Agreement and the terms and conditions hereof ("Facility Disbursement"); and

**WHEREAS**, the Counties are willing to accept the Facility Disbursement funds for the Permitted Uses of Funds related to Qualifying Projects, as defined below, and subject to certain terms and conditions herein; and

**WHEREAS**, the Parties acknowledge that the disbursements may be made in proportions that are at variance with the Counties’ proportional shares of equity in North Sound and the Parties agree that such variances will be accounted for on the books of North Sound by virtue of adjustments to the Counties’ respective Capital Accounts; and

**WHEREAS**, the Parties further acknowledge that the amount of the disbursements to particular Counties may need to be adjusted to transfer funds from one County to another County to help fund a regional facility to be located in the latter County ("Adjusting Transfer"); and

**WHEREAS**, the Counties are willing to agree to Adjusting Transfers only if such transfers are reflected on the books of North Sound by adjustments to the Capital Accounts of both the transferor and transferee so that the loss and gain of funds are balanced by such Capital Account adjustments; and

**WHEREAS**, the Parties recognize that the Counties will work in good faith for the acquisition and construction of Regional Facilities for the benefit of each of the Counties, irrespective of the facilities’ locations and ownership; and

**WHEREAS**, the Parties recognize that the promises and obligations contained herein constitute substantial and adequate mutual consideration.
DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

1. "Adjusting Transfer" means the occurrence of Facility Disbursement funds being transferred from one County to another County to be used for Qualifying Projects;

2. "Counties" or "County" refers to Island County, San Juan County, Snohomish County, Skagit County and Whatcom County collectively or individually;

3. "Capital Account" refers to a capital account of a County on the books of North Sound;

4. "Executive Committee" means the Executive Committee of North Sound BHO, LLC;

5. "Facility Disbursements" means funds disbursed by North Sound to Counties to be used solely for the Permitted Uses of Funds associated with Qualifying Projects;

6. "Facilities Plan" means the plan to be approved by the Executive Committee to identify the type, number, size, location, and priority for development of behavioral health facilities;

7. "Island" means Island County, a political subdivision of the State of Washington;

8. "North Sound" means North Sound BHO, LLC, a governmental limited liability company;

9. "Operating Agreement" means the Joint County Authority BHO Interlocal Operating Agreement of January 1, 2016;
10. "Parties" or "Party" refers to the parties to this Agreement, specifically North Sound BHO, LLC, Island County, San Juan County, Snohomish County, Skagit County and Whatcom County, collectively or individually;

11. "Permitted Uses of Funds" means the payment of costs for the activities associated with Qualifying Projects, listed in Section 5 (b) (i-x) below;

12. "Project Request" means the written request from a County for use of Facility Disbursements;

13. "Planning Agreement" means the Interlocal Agreement for Regional Behavioral Health Facilities Planning entered into by the Parties dated June 20, 2016;

14. "Qualifying Project" means a regional behavioral health facility project approved by the Executive Committee;

15. "Region" refers to the area comprised of Island County, San Juan County, Snohomish County, Skagit County and Whatcom County;

16. "San Juan" means San Juan County, a political subdivision of the State of Washington;

17. "Skagit" means Skagit County, a political subdivision of the State of Washington;

18. "Snohomish" means Snohomish County, a political subdivision of the State of Washington;

19. "Transferee County" means the County receiving an Adjusting Transfer;

20. "Transferor County" means the County disbursing an Adjusting Transfer;

21. "Whatcom" means Whatcom County, a political subdivision of the State of Washington;
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Facility Disbursements. The Parties agree that, pursuant to the authority granted to the Executive Committee in the Operating Agreement, the Executive Committee may make Facility Disbursements to the Counties to be used solely for the Permitted Uses of Funds associated with Qualifying Projects in such amounts as the Executive Committee shall determine and subject to the terms and conditions hereof.

2. Use of Facility Disbursements. The Counties agree that Facility Disbursements made by North Sound shall be used only for the acquisition, construction, rehabilitation (including demolition) of Qualifying Projects designated in writing by the Executive Committee and may be spent only for the Permitted Uses of Funds as defined herein.

3. Reallocations of Facility Disbursements. The Parties acknowledge that, at the time of Facility Disbursements, a County may not yet be ready to undertake the use of the funds for a Qualifying Project and/or that a County may undertake a Qualifying Project not anticipated when the Facility Disbursement(s) is/are made. Each County, in recognition that the Facility Disbursements, collectively, constitute money to be used for acquisition, construction, and/or rehabilitation of regional behavioral health facilities, agrees that following its receipt of a Facility Disbursement, if it has not expended funds for the activities listed in Section 5 (b) (i-x) below on a Qualifying Project ("Transferor County") and another County is ready to commence a Qualifying Project for which it owns, or has under contract to acquire, the real property to locate a Qualifying Project or has commenced such a project and is in need of funds to complete such project ("Transferee County"), the Executive Committee may request that the Transferor County transfer to the Transferee County the amount of Facility Disbursement funds specified by the
Executive Committee. The Transferor County will, promptly and in good faith, make every effort to transfer the funds specified within a reasonable time period.

4. Accounting for Facility Disbursements and Reallocations. Facilities Disbursements, pursuant to Paragraph No. 1 above, and any reallocation thereof, pursuant to Paragraph No. 3 above, shall be accounted for on the books of North Sound as follows:

a. Where the amount of a Facility Disbursement to each County is in proportion to its proportion of equity in North Sound, the disbursement shall not affect the County's Capital Account.

b. Where a County's proportionate amount of a total Facility Disbursement is less than its proportion of equity in North Sound, the County's North Sound Capital Account shall be credited the number of dollars by which the amount of the disbursement received by the County is less than the amount it would have received if the disbursement had been made in the same proportion as its proportionate share of equity in North Sound.

c. Where a County's proportionate amount of a total Facility Disbursement is more than its proportion of equity in North Sound, the County's North Sound Capital Account will be debited the number of dollars by which the amount of the disbursement received by the County is more than the amount it would have received if the disbursement had been made in the same proportion as its proportionate share of equity in North Sound.

d. Where a County is directed to transfer previously disbursed funds in its possession to Transferee County pursuant to Paragraph No. 3 above, the Transferor County's North Sound Capital Account shall be credited by the amount of such funds so transferred.
e. Where a Transferee County receives by transfer from a Transferor County funds previously disbursed to and in the possession of the Transferor County pursuant to Paragraph No. 3 above, the Transferee County’s North Sound Capital Account shall be debited by the amount of such funds so transferred.

f. Interest earned by a County on Facilities Disbursements shall be owned by the particular County holding the Facilities Disbursement and not subject to transfer or taken into account with respect to the County’s North Sound Capital Account.

5. Use of Facility Disbursements by Counties.

a. Each County agrees that its use of funds derived from Facility Disbursements shall be strictly limited to Qualifying Projects. No County shall utilize the funds derived from a Facility Disbursement or transfer pursuant to Paragraph No. 3 hereof for any purpose other than the Permitted Uses of Funds directly related to a Qualifying Project. Further, no County may commit, pledge or in any way encumber the funds derived from a Facility Disbursement; provided, that the commitment, pledge or other encumbrance directly related to financing of a “Qualifying Project” may be permitted by the Executive Committee.

b. Funds derived from a Facility Disbursement shall be spent by a County only for the following purposes:

i. Site acquisition, including environmental testing and environmental clean-up, studies and other due diligence investigation, realtor broker fees and closing costs;

ii. Site development, including utility installation and facility charges;
iii. Engineering, architectural and design services, including geotechnical services;
iv. Third party construction management;
v. Permitting, including required studies and evaluations;
vi. Impact fees, including exactions for off-site infrastructure required as a condition of permit approval;
vii. Labor and materials for new and renovating construction;
viii. Demolition or rehabilitation of existing structures;
ix. Fixtures; and
x. Building commissioning.

C. In no event may funds derived from Facility Disbursements be used to pay indirect or “overhead” County costs such as wages, salaries and/or benefits of County employees, rent of County facilities or for the use of County resources associated with support of a Qualifying Project. Further, no funds derived from any Facility Disbursement shall be used to pay the cost of defending any lawsuit or arbitration, or paying any judgment or award, related to a Qualifying Project.

d. For a period of twenty (20) years from the date a county receives approval from the Executive Committee for a Qualifying Project (“Use Period”), the funds derived from the sale (or cash equivalent value of any property received in trade) of a Qualifying Project shall be used for the benefit of the public behavioral health system. Prior to, or at the time, any disbursed funds are first expended for any activity listed in Section 5 (b) (i-x) above on a Qualifying Project, a covenant substantially in compliance with this Section 5 shall be recorded against the real property upon which the Qualifying
Project is located. Any such covenant shall only apply to the extent that disbursement funds are utilized to fund a Qualifying Project.

6. Approval for Use of Facilities Disbursements.

   a. Each County agrees that prior to spending any funds derived from a Facilities Disbursement the County shall obtain approval from the North Sound Executive Board in the following manner:

      i. The County shall submit a request for use of Facility Disbursement ("Project Request") on forms prescribed by North Sound and which contains, at a minimum, the following information/documentation:

         A. Intended Regional Behavioral Health Facility Use;
         B. Facility and Site Size, Number of Patient Beds and Location;
         C. Construction and Occupancy Schedule;
         D. Projected Project Budget and Proposed Lease Rate for North Sound Use of Completed Project;
         E. Site Zoning and any Existing or Needed Site Analyses Required to Reasonably Determine Site and Facility Feasibility; and
         F. Proximity to or Availability of Public or Other Transportation Facilities, Health Care Facilities, and Social Services Pertinent to the Population to be Served.

   b. Upon receipt of a Project Request deemed complete by North Sound staff, the Project Request, together with recommendation from North Sound staff, shall be expeditiously brought before the Executive Committee for approval, approval with conditions or disapproval. The decision by the Executive Committee shall be based
on the proposed project’s compliance with the Facilities Plan, need in the Region and feasibility, all considered within the particular context of the limitations and opportunities pertaining to the proposing County. The decision by the Executive Committee shall be final and not appealable in any manner or in any forum whatsoever.

c. For any Qualifying Project approved by the Executive Committee, the County carrying out the Qualifying Project shall provide regular updates to the Executive Committee as agreed by the County and the Executive Committee, concerning the progress of the Qualifying Project and an accounting of the use of funds derived from a Facilities Disbursement. The Executive Committee may withdraw its approval of any Qualifying Project where significant progress towards timely completion of the Qualifying Project is not maintained; provided, that County may request an extension of its Qualifying Project schedule for good cause, which request shall be granted where the delay will not, in the judgment of the Executive Committee, adversely affect the delivery of behavioral health services in the Region. Upon withdrawal of approval by the Executive Committee, the County shall transfer, as directed by the Executive Committee, all disbursed funds that are unspent or which are not required to meet an obligation to pay expenses for Permitted Uses of Funds incurred prior to disapproval other than continuing payment obligations related to the purchase price or the rental of real property and/or structures thereon which will be retained by the County. Any such transfer shall be considered a reallocation subject to Section 3 and Sub-Sections 4 (d), (e) and (f).
7. **Other Funding.** Each Party shall pay its own costs associated with its own activities pursuant to this Agreement. The Parties shall acquire no assets in common pursuant to this Agreement.

8. **No Joint Operating Board/Administration.** There shall be no joint operating board or other governance with respect to this Agreement other than as exists by virtue of the Operating Agreement. The Administrator of North Sound shall administer North Sound's activities under this Agreement and each County shall administer its activities under this Agreement. The Parties hereto shall not be deemed to have entered into a partnership or joint venture by virtue hereof. The Operating Agreement shall remain the sole basis for their relationship.

9. **Duration.** The duration of this Agreement shall be from the date the last party signs it, and it is posted on all parties’ websites or is recorded in any county where not posted on a county website and shall thereafter exist for a period of five (5) years. This Agreement shall be extended for an additional five (5) years unless, at least ninety (90) days prior to the termination of this Agreement or any extension, the Parties unanimously agree in writing to terminate its operation by written agreement.

10. **Amendment.** This Agreement may be amended by agreement of all six (6) parties executed in writing, subject to the same formalities as required for approval and execution of this Agreement.

11. **Indemnity and Hold Harmless.** Each Party shall protect, defend, indemnify and hold harmless the other Parties from and against all claims, suits or actions arising from any intentional or negligent act or omission related to this Agreement of that Party's employees, agents and/or authorized contractor(s).
12. **Insurance.** Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance, or lack thereof, of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s).

13. **Public Notice.** Each Party hereto shall post this Agreement on its web site.

14. **Counterparts.** The Parties may sign this Agreement in counterparts, which, once all are executed, shall comprise one original.

15. **Venue.** Venue for any suit based hereon shall be exclusively in Skagit County Superior Court. The prevailing party in any action based hereon shall receive an award of costs and attorneys’ fees at trial and on any appeal.

16. **No Assignment.** No Party may assign its interest in this Agreement to any third party without the written approval of other Parties.

17. **Savings/Integration.** Should any portion of this Agreement be invalidated for any reason, the remainder of the Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof and any prior discussion, negotiations or writings shall be disregarded when interpreting this Agreement. The foregoing notwithstanding, this Agreement shall, to the extent possible, be construed in harmony with the Operating Agreement; *provided*, that where conflict exists between this Agreement and the Operating Agreement, the provisions hereof shall prevail.

18. **Dispute Resolution.** Any disputes concerning this Agreement shall resolved as follows:
a. Step One. The Parties to the dispute shall meet and attempt to resolve the dispute no less than fourteen (14) days after a Party has, by written notice, informed another Party or Parties that a dispute exists and provided a detailed description of the dispute ("Dispute Notice").

b. Step Two. Fourteen (14) days after the Dispute Notice is received, any Party to the dispute may request mediation by written notice ("Mediation Request") with a mediator to be chosen by the Parties. If the Parties to the dispute cannot agree to a mediator within seven (7) days of a Mediation Request, a mediator may be requested by any Party to the dispute from the American Arbitration Association ("AAA") in Seattle, Washington. The assignment of a mediator by the AAA shall be binding on all Parties to the dispute. The Parties to the dispute shall meet in good faith with the mediator and each other no more than sixty (60) days after the mediator is selected. The mediator’s fees and the AAA fees shall be paid in equal shares by the Parties involved in the mediation.

c. Sixty (60) days after the selection of a mediator, any Party to the mediation may withdraw from mediation and/or may bring suit.

d. The foregoing notwithstanding, should it be necessary to prevent injury to persons or to preserve property from damage, any Party may bring an action for equitable relief to prevent such injury or to preserve such property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]
NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION, LLC

By: _________________________________________
   Joe Valentine
Its:  Administrator

Dated: _________________________________________
SKAGIT COUNTY

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Lisa Janicki, Chair

Ron Wesen, Commissioner

Kenneth A. Dahlstedt, Commissioner

Attest:

Clerk of the Board

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

INTERLOCAL AGREEMENT
NSBHO, LLC and
ISLAND, SAN JUAN, SKAGIT, SNOHOMISH AND WHATCOM COUNTIES
SNOHOMISH COUNTY

By:__________________________________________
    Snohomish County Executive
WHATCOM COUNTY

Anne Deacon, Human Services Manager

Regina Delahunt, Director, Health Department

Date

WHATCOM COUNTY

JACK LOUWS
County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM )

On this _____ day of ____________________, 2016, before me personally 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 Bellingham.

My Commission expires: __________________

APPROVED AS TO FORM

Royce Buckingham, WSBA #22503,
Deputy Prosecuting Attorney
ISLAND COUNTY

Board of County Commissioners
Island County, Washington

By: ______________________________
Richard M. Hannold, Chair

By: ______________________________
Jill Johnson, Member

By: ______________________________
Helen Price Johnson, Member
**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>
<td>Originator:</td>
<td>LR</td>
<td>10/31/16</td>
<td></td>
<td>12/6/16</td>
<td>Finance / Council</td>
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<td>Division Head:</td>
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<td>Dept. Head:</td>
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<td>Executive:</td>
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</tbody>
</table>

**TITLE OF DOCUMENT:**  
Contract for Services Agreement for Physician Services at the Whatcom County Jail and Work Center.

**ATTACHMENTS:**  
Letter to Jack Louws  
Two originals of the Contract for Services Agreement between Whatcom County and Dr. Stuart Andrews, MD

<table>
<thead>
<tr>
<th>SEPA review required? ( ) (X) NO</th>
<th>Should Clerk schedule a hearing ( ) Yes (X) NO</th>
<th>Requested Date:</th>
</tr>
</thead>
</table>

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**  
Dr. Andrews provides physician services to the Jail and Work Center. He was the sole applicant during the most recent bidding process. He has been the Jail Physician since 2007 and continues to meet all of the requirements required for this position.

**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
FROM: Bill Elfo, Sheriff
RE: Contract for Jail Physician Services
DATE: October 31, 2016

Enclosed are two (2) originals of Whatcom County Jail Physicians Services Agreement between the Whatcom County Jail and Dr. Stuart Andrews for your review and signature.

- Background and Purpose

Dr. Andrews was the sole applicant during the bidding process for Physician Services for Whatcom County. He has been the Jail Physician for many years and has provided very good service to us over that time. His application met all of the requirements for this position and his past service has met the standards set for our accreditation with the National Commission on Correctional Health Care.

- Funding Amount and Source

Funding for this Agreement comes from cost center 118160.6635.006. The maximum annual compensation to the Contractor for 2017 will not exceed $123,500 (this includes $2,000 for a continuing education allowance related to Jail Operations).

- Differences from Previous Contract

The annual compensation will remain the same as last year.

Please contact Wendy Jones at extension 6505, if you have any questions or concerns regarding the terms of this agreement.

Enclosures (2)
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Sheriff/Corrections**  
**Laurie Reid**  
**Dr. Stuart Andrews, MD**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<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>
<td>No</td>
</tr>
<tr>
<td>Original Contract #:</td>
<td></td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes</td>
</tr>
<tr>
<td>If No, include WCC:</td>
<td></td>
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<tr>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
<td></td>
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<tr>
<td>Is this a grant agreement?</td>
<td>No</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s):</td>
<td></td>
</tr>
<tr>
<td>CFDA#:</td>
<td></td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>No</td>
</tr>
<tr>
<td>If yes, Whatcom County grant contract number(s):</td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes, RFP and Bid number(s):</td>
<td>16-34</td>
</tr>
<tr>
<td>Contract Cost Center:</td>
<td>118160.6635.006</td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>No</td>
</tr>
<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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.

| Contract Amount:(sum of original contract amount and any prior amendments): | $ 123,500.00 |
| This Amendment Amount:                                                      | $         |
| Total Amended Amount:                                                       | $         |

**Summary of Scope:** Dr. Andrews provides physician services to inmates at the Whatcom County Jail and Work Center.

**Term of Contract:** 1 year  
**Expiration Date:** 12/31/17

**Contract Routing:**
1. Prepared by: L.R  
   **Date:** 10/31/16  
2. Attorney signoff:  
   **Date:** 11/16/16  
3. AS Finance reviewed:  
   **Date:** 11/17/16  
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:  

**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.**

**Last Edited 060414**
CONTRACT FOR SERVICES AGREEMENT
For Physician Services at the Whatcom County Jail and Work Center
Between Whatcom County and Dr. Stuart Andrews, MD

Dr. Stuart Andrews, MD, hereinafter called Provider (or Contractor) and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 7
Exhibit A (Scope of Work), pp. 8 to 9
Exhibit B (Compensation), pp. 10

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

The term of this Agreement shall commence on the 1st day of January, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2017. The term of this Agreement may be renewed up to four (4) one year terms for a total of five (5) years by mutual agreement of the parties, with the last renewal ending December 31, 2021. Notice of the intention to extend the Agreement shall be presented in writing by either party on or before December 1st of any year.

The general purpose or objective of this Agreement is to provide physician services for the Whatcom County Jail and Work Center, 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 $123,500.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Provider acknowledges and by signing this contract agrees that the Indemnification provisions set forth in this Agreement, 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 17th day of November, 2016.

PROVIDER:

[Signature]
Dr. Stuart Andrews, MD

STATE OF WASHINGTON )
) ss.
COUNTY OF Whatcom )

On this 17th day of November, 2016, before me personally appeared Dr. Stuart Andrews, MD to me known to be a medical doctor and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 10.29.20.

Physician Services Agreement 2017
Dr. Stuart Andrews, MD
WHATCOM COUNTY:
Recommended for Approval:

Bill Elfo, Sheriff

Approved as to form:

Prosecuting Attorney

Approved:
Accepted for Whatcom County:

By: ________________________________
Jack Louws, Whatcom County Executive

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:

Dr. Stuart Andrews, MD

Address:
3391 Robertson Road
Bellingham, WA 98226

Contact Phone:
360-410-1635 (cell)

Contact Email:
sturobandrews@gmail.com
GENERAL CONDITIONS

1. **Scope of Services:** The Provider 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.

2. **Professional Licensure:** As a condition of this Agreement, the Provider shall maintain all applicable licenses and certification requirements of the profession to render services in this Agreement and shall at all times during the term of this Agreement, meet all requirements of the State of Washington or other regulatory entity for such licensing, certification or credentialing.

3. The Provider agrees to fully comply with all Federal, State, and local laws, rules and regulations relating to the subject matter of this Agreement.

4. **Term:** Services provided by Provider prior to or after the term of this contract shall be performed at the expense of Provider and are not compensable under this contract unless both parties agree to such provision in writing. The term of this Agreement will be from January 1, 2017 to December 31, 2017 and may be renewed up to four (4) one-year terms for a total of five (5) years by mutual agreement of the parties and said Agreement is in writing and signed by both parties.

5. **Termination for Default:** If the Provider 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 Provider 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 Provider’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 Provider shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Provider. The Provider 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.

6. **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 Provider shall be entitled to payment for actual work performed at unit contract prices for completed items of work. Any 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.

7. **Accounting and Payment for Provider Services:** Payment to the Provider 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 Provider for any costs or expenses incurred by the Provider in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation,
compensate the Provider, no more often than monthly, in accordance with the County’s customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

8. **Withholding Payment:** In the event the County’s Administrative Officer determines that the Provider 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 Provider 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 Provider to termination or damages, provided that the County promptly gives notice in writing to the Provider 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 Provider 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 Provider 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 Provider, (3) to set off any amount so paid or incurred from amounts due or to become due the Provider. In the event the Provider obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Provider by reason of good faith withholding by the County under this clause.

9. **Independent Provider:** The Provider’s services shall be furnished by the Provider as an independent Provider, 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 Provider as an independent Provider.

The Provider acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Provider 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 Provider 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 on a Schedule C, 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.

Provider 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.

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

11. **Confidentiality:** The Provider its employees, sub Providers, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Provider 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. Provider shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Provider 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 Provider’s breach of this provision.

12. **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 Provider 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. Provider 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 Provider, then the Provider agrees to notify the Administrative Officer as soon as it is practical.

13. Defense & Indemnity Agreement: Whatcom County shall, to the fullest extent permitted by law, indemnify and hold harmless the Provider, from any and all claims, actions, lawsuits, damages, judgments or liabilities arising out of the Provider rendering the performance or nonperformance of services, under this Agreement unless such action, omission, or service, is Wanton, Malicious, an intentional tort, act or omission, including but not limited to sexual or assaultive behavior.

This duty will continue until such time as the statute of limitations comes to an end for a specific incident, even if the Provider is no longer providing the services described herein.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

Nothing in any provisions of this Agreement prevents the County from seeking subrogation, reimbursement or indemnification from the Provider or any third party regardless of the indemnification agreement the County entered into with the Provider.

14. Non-Discrimination in Client Services: The Provider shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, disability, sexual orientation, or veteran status or any other basis in law; 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 or receive services provided by this Agreement.

15. Conflict of Interest: If at any time prior to commencement of, or during the term of this Agreement, Provider 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 Provider 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 Provider to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

16. 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 Provider 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 Provider 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:

**COUNTY**  
Wendy Jones, Chief Corrections Deputy  
Whatcom County Sheriff’s Office/Corrections  
311 Grand Avenue  
Bellingham, WA 98225  
Phone: 360-778-6505

**PROVIDER**  
Dr. Stuart Andrews  
3391 Robertson Road  
Bellingham, WA 98226  
Phone: 360-410-1635

17. **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.

18. **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.

19. **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.

20. **Disputes:**
   a. **General:**
      Differences between the Provider 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 Provider 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 Provider 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 Provider 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. Provider 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 Provider 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 Provider has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
   d. **Arbitration:**
      Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this
Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration. Each party will pay their own costs, fees, including attorney’s fees for all arbitration costs, except the parties agree to split the cost of the Arbitrator’s fee. Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

21. **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 or adjacent County. This Agreement shall be governed by the laws of the State of Washington.

22. **No Assignment:** Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without the prior written consent of both parties.

23. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

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

I. SERVICES TO BE RENDERED
   It is envisioned that the Provider will provide the following services to the County:
   1. Conduct sick call at the County Jail, the time of which shall be mutually agreeable to the Provider and the Chief Corrections Deputy.
      a. Examine, diagnose, prescribe, and provide appropriate treatment for inmates who are manifesting symptoms of acute and/or chronic illness or injury.
      b. Order appropriate and necessary laboratory and x-ray services.
      c. Record on the permanent Jail Health Record necessary history and physical findings, diagnoses and orders for treatments. This may include entry into an Electronic Medical Records system.
      d. Refer to local specialists only those patients, whose medical problems cannot be adequately addressed by other methods or manners, including, but not limited to, consultation with the appropriate specialist, review of written reports, interpretation of medical test results.
      e. Have access to a number of different physicians, representing a variety of medical specialties, to be available for consultation.
      f. Provide consultation and necessary medical supervision to the jail nurses and other jail personnel on matters relating to the health of inmates. Conduct staff meetings every month with jail medical personnel to address jail medical concerns and protocols.
      g. The Provider may, on occasion, make arrangements to see an inmate whose condition requires urgent care that cannot be delayed until the next scheduled medical clinic.
      h. Be willing to work with the health care practitioners at the jail to provide information clarification, and opinion regarding medical situations, including, but not limited to: course of treatment, necessity of immediate or postponed direct examination, ordering or interpreting medical tests.
         i. Be willing to utilize a pre-established medication formulary when prescribing medication, except when use of a formulary medication would represent less than the standard of care in the community, or is medically contraindicated
         ii. Provide for telephone consultation with jail medical personnel 24 hours a day, 7 days a week.

II. GENERAL CONDITIONS
   A. The medical care delivery system must conform to the County standards for medical services provided in the Whatcom County code as set by state law and any and all Federal, State and Local laws and rules. The system must also conform to the Standards for Medical Services in Jails, developed by the National Commission on Correctional Health Care (NCCHC). In the case of a conflict, it is understood that the general parameters for medical services provided in the Whatcom County Jail are set by Federal, State and Local laws and rules, with NCCHC standards providing the specific criterion whereby these standards are exercised.
   B. The Provider shall use the jail facility whenever possible and/or appropriate in the performance of his/her duties for this service.
   C. The Provider shall have no responsibility for the security at the Whatcom County Jail or for the custody of any inmate at any time, such responsibility being solely that of the Whatcom County Jail. The Provider shall have primary, but not exclusive, responsibility for the identifications, care and treatment of inmates requiring medical care. On these matters of mutual concern, the Sheriff and his support staff shall support assist and cooperate with the Provider, and the Provider shall support, assist and cooperate with the Sheriff, whose decision in any non-medical matter shall be final.
D. Standing orders, rules, and regulations relating to medical services are generally to be established and implemented as the result of coordinated planning and agreement of the Provider, Jail Administration and other contracting providers.

E. In areas which impact the security and general administration of the Whatcom County Jail, the Policies and Procedures of the Provider are subject to review and approval by the Whatcom County Sheriff’s Office.

F. The Provider may not assign the obligations or the rights of the Provider under this Agreement without the express written consent of the Whatcom County Sheriff’s Office, whose consent shall not be unreasonably withheld.

G. The Provider will assist the County in obtaining the services of a licensed, qualified practitioner to serve as a locum in the event the Provider will be unable to provide clinical services. The Provider will not be paid for any clinic services provided by a locum, and funding for locum coverage will be deducted from the Provider’s allocation.

H. The Provider will maintain certification to prescribe the medication Buprenorphine/Suboxone, for the treatment of opiate addiction/withdrawal.

III. IT IS FURTHER UNDERSTOOD
1. This Agreement does not obligate the jail staff to refer all unscheduled medical patients to the Provider exclusively. The jail staff or nurse may refer patients to other physicians for care as they feel necessary.
EXHIBIT "B"
(COMPENSATION)

I. BILLING FOR SERVICES RENDERED

1. The County shall pay the Provider for services rendered at a monthly rate of $10,125.00.
2. The Provider will submit an invoice to the County attesting that the following minimum monthly service has been provided:
   a. 64 hours per month of direct patient care
   b. Four and one-half hours of patient records review
   c. Six and one-half hours of administrative, nursing staff and medical meetings
   d. Physician accessibility 24 hours a day, 7 days a week for phone consultation
3. The Provider may not work more than 75 hours per month or 900 hours per year without approval of the Chief Corrections Deputy.
4. The County will provide the Provider with an annual continuing education allowance, not to exceed $2,000.00 when education is directly related to Jail operations. The Chief Corrections Deputy must preapprove all continuing education. The Provider will be responsible for paying all costs of said education and shall submit an invoice to the County for these costs with substantiating receipts, not to exceed $2,000.00.
5. The County will provide the Provider a cellular phone and service to accommodate the "on call" requirements of this Agreement. The County will pay the cellular vendor monthly for the Provider's phone. If the Provider has to use this phone for calls other than his service to the County, he will be responsible for paying those monthly charges with a check.
6. The maximum annual compensation to the Provider for this Agreement shall not exceed $123,500.00.

II. PAYMENT FOR SERVICES

1. All bills received by the first of the month shall be paid by the end of the month. It is understood that at the end of the calendar year, all bills for service must be presented to the county by January 10th of the following year.
TitlE of Document: Housing Case Management Services contract with Northwest Youth Services

Attachments:
1. Executive memo
2. Info Sheet
3. Two copies of contract

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 2016 annual Point in Time count showed that 719 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC) for the purpose of improving housing stability and reducing youth homelessness in Whatcom County. In 2015, 31 youth receiving housing case management services from Northwest Youth Services were stably housed. In addition, this contract funds a .5 FTE mental health professional for the purposes of providing support and crisis consultation services to program staff, and providing assessments and care planning of youth relative to their behavioral health needs.

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
FROM: Regina A. Delahunt
RE: Northwest Youth Services, Housing Case Management Services
DATE: November 9, 2016

Enclosed are two (2) originals of a contract between Whatcom County and Northwest Youth Services for your review and signature.

- Background and Purpose
  The 2016 annual Point in Time count showed that 719 persons were homeless in Whatcom County. This contract funds the provision of housing case management services for youth through age 24 years old in association with the Whatcom Homeless Service Center (WHSC). Additionally, this contracts funds a .5 FTE licensed mental health professional to provide support and consultation to program staff, and to conduct mental health assessments and care planning of youth.

  The purpose of the contract is to provide case management and supportive services to those individuals referred by the WHSC in order to improve housing stability and reduce homelessness in Whatcom County. In 2015, 31 youth receiving Northwest Youth Services housing case management services were stably housed.

- Funding Amount and Source
  This contract is funded by document recording fees, and the Chemical Dependency/Mental Health Program Fund in an amount not to exceed $202,831. Council approval is required because the contract value exceeds $40,000. An agenda bill is attached.

- Differences from Previous Contract
  This is a new contract; however Northwest Youth Services has provided similar services under a previous contract. This contract requires the contractor to achieve specific outcomes that are directly related to the Whatcom County Housing Plan.

Please contact Barbara Johnson-Vinna at extension 6046, 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>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Human Services</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Barbara Johnson-Virma</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Northwest Youth Services</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 ☒ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 

**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): 16-47 Contract Cost Center: 122200/124100/671300

**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.

**Contract Amount:** (sum of original contract amount and any prior amendments):

$ 202,831

**This Amendment Amount:**

$ 

**Total Amended Amount:**

$ 

**Summary of Scope:** The 2016 annual Point in Time count showed that 719 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of the contract is to provide case management and supportive services to those individuals receiving rental subsidies through WHSC in order to improve housing stability and reduce homelessness in Whatcom County.

**Term of Contract:** 1 year  
**Expiration Date:** 12/31/2017

**Contract Routing:**

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

**Dates:**

- 10/25/16  
- 11/3/16  
- 11/4/16  
- 11/7/16  
- 11/14/16
CONTRACT FOR SERVICES AGREEMENT  
Housing Case Management Services

Northwest Youth Services, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 9
- Exhibit A (Scope of Work), pp. 10 to 13
- Exhibit B (Compensation), pp. 14 to 15
- Exhibit C (Certificate of Insurance), p. 16
- Exhibit D (E-Verify Declaration), p. 17

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, 2017, and shall, unless terminated or renewed elsewhere provided in the Agreement, terminate on the 31st day of December, 2017.

The general purpose or objective of this Agreement is to provide housing case management 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 $ 202,831. 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 7th day of November, 2016.

CONTRACTOR:

Northwest Youth Services

Riannon Bardisley, Executive Director

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 7th day of November, 2016, before me personally appeared Riannon Bardisley, to me known to be the Executive Director (title) of Northwest Youth Services (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

TARI A. CASWELL

WHATCOM COUNTY:  
Recommended for Approval:

Anne Deacon, Human Services Manager  11/9/16  
Regina Delahunt, Director  11/9/16  

Approved as to form:

Royce Buckingham, Deputy Prosecuting Attorney  11/16/16  

Approved:  Accepted for Whatcom County:  

By:  

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 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:  

Northwest Youth Services  
1020 N. State Street  
Bellingham, WA 98225  
(360) 734-9862  
rianr сто @nwy s.org
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.
20.1 **Accounting and Payment for Contractor Services:**
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

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

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

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

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

23.1 **Labor Standards:**
The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.
Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.
34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00
General Liability & Property Damage for bodily injury- $1,000,000.00
Automobile Liability - $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

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

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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

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

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

Barbara Johnson-Vinna, Housing Program Specialist
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
(360) 778-6046
BJJohnson@co.whatcom.wa.us

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

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

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

40.2 Contractor Commitments, Warranties and Representations: 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.
I. Background

Whatcom County's Plan to End homelessness identifies youth as a population impacted by homelessness and lists the provision of safe affordable housing with supportive services as a way to reduce and end youth homelessness. Northwest Youth Services (NWYS) is the only non-tribal agency serving youth in Whatcom County offering housing services for homeless youth. At any point in time NWYS has 130 young people awaiting housing and services.

Through this contract NWYS will serve as one of the Whatcom Homeless Service Center (WHSC) partner agencies providing housing case management and will serve as a specialized portal of entry into WHSC housing services for youth. The purpose of this contract is to provide housing case management, the support of a mental health professional, and to coordinate other supportive services for youth receiving rental subsidies through the WHSC and for youth waiting for housing services in order to achieve housing stability and reduce youth homelessness in Whatcom County.

II. Definitions

- **Housing Interest Pool (HIP)**: Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.
- **HMIS**: Washington’s Homeless Management Information Services, a database.
- **Permanent Supportive Housing Population**: Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management.
- **Whatcom Homeless Service Center (WHSC)**: WHSC programs provide (1) centralized coordinated system of access (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom County and according to Washington State Department of Commerce HMIS data collection requirements.

III. Statement of Work

The contractor will provide housing case management services. Housing case management includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include: developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households' rights are protected; developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance. Housing case management also includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing.
such as: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

In addition, the following types of housing case management services will be included:

Intake services: Contractor will provide intake services to youth in Whatcom County seeking housing to collect client information, assess barriers to stable housing, and eligibility for housing programs. Services will be provided to low-income and/or homeless youth residing in Whatcom County. Individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

Youth Housing Interest Pool (YHIP) services: Youth housing interest pool case management includes services designed to make youth who are homeless or almost homeless aware of available programs, provide them with a point of access to housing services working collaboratively with the WHSC, and engage with them to address barriers to housing.

Furthermore, the contractor will provide a .5 FTE licensed mental health professional to provide support to program staff working with youth with mental illness and substance use problems. This mental health professional will provide:

- High level support and crisis consultation
- Information and direction as it relates to youth’s care
- Clinical insight while supporting and educating staff regarding behavioral health issues
- Mental health assessments and care planning of youth participating in NWYS programs.

IV. Program Outcomes

During this contract period, the housing case management services provided by the Contractor will deliver the following outcomes:

1. At any point in time, 35-45 youth households will receive youth Housing Interest Pool case management services

2. At least thirty-two (32) of Whatcom County’s homeless youth households per year will be stably housed after receiving case management services; five (5) of those from the permanent supportive housing population

3. The contractor will strive to rapidly rehouse clients; with the goal of most finding permanent housing within 45 days from enrollment in case management

4. At least 85% of youth households who obtained housing will remain stably housed 6 months after exiting case management services; 75% of youth from the permanent supportive housing population will remain stably housed 6 months after obtaining housing.

V. Additional Requirements

The contractor will:

1. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must
be inputted into HMIS include (but are not limited to) financial services—including deposits, rental payments, and completed home visits.

2. Comply with the following HIP Referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program—a situation that should be rare—the following procedure must be followed:
   a. Contractor will submit a written description of the situation that justifies returning the client to the HIP, and
   b. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HIP case management services coordinator (or designee).
   c. The course of action mutually agreed to at the case conference will be recorded in writing, constituting a binding agreement.
   d. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.

3. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
   a. Informing clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system
   b. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons
   c. Informing clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system
   d. Informing prospective tenants what they need to do to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing
   e. In scattered site, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide Case managers free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated whenever requested
   f. Documenting in each client file that these expectations were communicated to the client/tenant

4. Require professional development training for direct service staff and supervisors.

5. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.

6. Attend meetings and events coordinated by WHSC.
VI. Reporting Requirements

The contractor shall submit quarterly reports utilizing HMIS data in a format approved by the County showing the contractor’s progress toward achieving the outcomes identified above. Quarterly reports are due on April 10, July 10, October 10, January 10.

Reports will include data for only those clients served under this contract and include:

1. # of youth on Housing Interest Pool as of the last day of the quarter. # of youth stably housed this quarter and contract to date
2. # of youth stably housed from the permanent supportive housing population this quarter and contract to date
3. For those housed this quarter, the number of days from enrollment in case management services to obtaining housing
4. Average number of days from enrollment in case management to obtaining housing
5. # of youth stably housed 6 months after obtaining housing.
6. # of youth stably housed 6 months after exiting case management services.
EXHIBIT "B"
(COMPENSATION)

I. **Source of Funding**: The source of funding for this contract, in the amount not to exceed $202,831, is local document recording fees, the Chemical Dependency/Mental Health Program Fund.

II. **Allowable Cost Budget**

The annual budget is as follows:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Documentation Required with Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel – Case Manager, Housing Programs Manager, HMIS Specialist,</td>
<td>Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.</td>
<td>$131,590</td>
</tr>
<tr>
<td>Programs Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mental Health Professional</td>
<td>Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.</td>
<td>43,586</td>
</tr>
<tr>
<td>Occupancy</td>
<td>GL detail</td>
<td>$1,536</td>
</tr>
<tr>
<td>Program Direct Printing, Postage, Office Supplies, Telephone</td>
<td>GL detail</td>
<td>$1,680</td>
</tr>
<tr>
<td>Training</td>
<td>Include name of traveler, dates, start &amp; end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging &amp; meal costs follow federal guidelines (<a href="http://www.gsa.gov">www.gsa.gov</a>). Receipts for meals not required.</td>
<td>$1,000</td>
</tr>
<tr>
<td>Mileage</td>
<td>Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the federal reimbursement rate (per <a href="http://www.gsa.gov">www.gsa.gov</a>), and a brief description of the purpose of travel.</td>
<td>$3,000</td>
</tr>
<tr>
<td>Flex Funds (Per Attachment E)</td>
<td>Flex Fund Spreadsheet plus copies of receipts</td>
<td>$2,000</td>
</tr>
<tr>
<td>Admin</td>
<td>10%</td>
<td>SUBTOTAL: $184,392</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL:   $202,831</td>
</tr>
</tbody>
</table>

Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County. Under no circumstances shall the administrative rate exceed 10%.

III. **Invoicing**

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

2. The Contractor shall submit invoices to:

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

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

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

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

**Exhibit C**

**Date:** 7/7/2016

**Producer:**
- Rice Insurance LLC
- 1400 Broadway
- P.O. Box 639
- Bellingham, WA 98227

**Insured:**
- Northwest Youth Services
- 1155 North State Street #410
- Bellingham, WA 98225

**Contact:** Rita Larsen
- Phone: (360) 734-1161
- Fax: (360) 734-1173
- Email: rita@riceinsurance.com

**Insurers Affording Coverage:**
- NIP Pacific LTD
- General Insurance Company of

**Coverages:**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>CERTIFICATE NUMBER</th>
<th>REVISION NUMBER</th>
</tr>
</thead>
</table>

**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).

**Producers:**

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>ADDRESS</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rice Insurance LLC</td>
<td>1400 Broadway, P.O. Box 639, Bellingham, WA 98227</td>
<td></td>
</tr>
</tbody>
</table>

**Insureds:**

<table>
<thead>
<tr>
<th>INSURED</th>
<th>ADDRESS</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northwest Youth Services</td>
<td>1155 North State Street #410, Bellingham, WA 98225</td>
<td></td>
</tr>
</tbody>
</table>

**Coverages:**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>CERTIFICATE NUMBER</th>
<th>REVISION NUMBER</th>
</tr>
</thead>
</table>

**This is to Certify that the Policies of Insurance Listed Below Have Been Issued to the Insured Named Above for the Policy Period Indicated. Notwithstanding Any Requirement, Term or Condition of Any Contract or Other Document with Respect to Which This Certificate May Be Issued or May Perish, 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.**

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**Description of Operations / Locations / Vehicles:**

Additional insured CG2026 0704 and CG7635

**Certificate Holder:**

Whatcom County Health Department
- 509 Girard St
- Bellingham, WA 98225

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative:

Jay Gossage/RMF

© 1988-2014 ACORD CORPORATION. All rights reserved.
Firm Name: Northwest Youth Services

The undersigned declares, under penalty of perjury under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: 

SIGNATURE: 

PRINTED NAME: 
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
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**RECEIVED**

**NOV 29 2016**

**WHATCOM COUNTY COUNCIL**

**TITLE OF DOCUMENT:** Contract amendment between Whatcom County and Bennett Engineering for landfill monitoring services.

**ATTACHMENTS:**
1. Info Sheet
2. Executive Memo
3. 2 copies of contract amendment #2

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<th>( ) Yes</th>
<th>( X ) NO</th>
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<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
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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.)

The purpose of this contract amendment is to extend existing landfill monitoring and maintenance services at the Cedarville and Y-Road closed landfill sites, and to expand the scope of the services to comply with 1) landfill post-closure plan semi-annual Sampling and Analysis Plan requirements and 2) National Pollutant Discharge Elimination System (NPDES) permit requirements.

**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
FROM: Regina A. Delahunt, Director
RE: Bennett Engineering, Landfill Monitoring Services Contract Amendment #2
DATE: November 1, 2016

Enclosed are two (2) originals of a contract amendment between Whatcom County and Bennett Engineering for your review and signature.

- Background and Purpose

Closed county municipal waste landfills at Cedarville and Y Road locations have on-going programs for site maintenance and monitoring to ensure compliance with federal, state and local regulations. The purpose of this contract is to continue landfill maintenance and monitoring services at these locations in accordance with approved landfill post-closure plans, National Pollutant Discharge Elimination System (NPDES) permit conditions, and Industrial Stormwater General Permit (ISGP) permit conditions. This amendment extends the agreement for existing services for an additional year, updates the 2015 labor rates, and expands the scope to include additional semi-annual monitoring services, as required in 2017, for NPDES permit renewal and post-closure plan compliance.

- Funding Amount and Source

Funding for this amendment in the amount of $67,850 is provided from the Whatcom County Solid Waste Fund and is included in the 2017 budget. County Council approval is required because this amendment increases the contract budget by more than 10%.

Please contact Jeff Hegedus at extension 6044 if you have any questions regarding this amendment.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

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<td>Environmental Health</td>
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<tr>
<td>Contract or Grant Administrator:</td>
<td>Jeff Hegedus</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Bennett Engineering, LLC</td>
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</table>

- **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 #: 201411025

- **Does contract require Council Approval?** Yes ☐ No ☒

- **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 the result of a RFP or Bid process?** Yes ☒ No ☐
  - If yes, RFP and Bid number(s): 14-58

- **Is this agreement excluded from E-Verify?** No ☐ Yes ☒

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.

**Contract Amount:** (sum of original contract amount and any prior amendments):

- $ 66,608

**This Amendment Amount:**

- $ 67,850

**Total Amended Amount:**

- $ 134,458

**Summary of Scope:** Perform landfill monitoring services at closed landfills at Cedarville and Y-Road.

**Term of Contract:** 1 Year

**Expiration Date:** 12/31/2017

**Contract Routing:**

1. Prepared by: pj
2. Attorney signoff: rb
3. AS Finance reviewed: bbennett B
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:**

- 9/30/16
- 10/5/16
- 10/26/16
- 10-31-16
- 11-14-16
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201411025

PARTIES:
Whatcom County
Whatcom County Courthouse
311 Grand Avenue
Bellingham, WA 98225

AMENDMENT NUMBER: 2
CONTRACT PERIODS:
Original: 01/01/2015 – 12/31/2015
Amendment #1 01/01/2016 – 12/31/2016
Amendment #2 01/01/2017 – 12/31/2017

AND CONTRACTOR:
Bennett Engineering, LLC
2324 James Street
Bellingham, WA 98225

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE EXTENSION BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

=====================================================================

DESCRIPTION OF EXTENSION:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".

2. Replace Exhibit “A” Scope of Work with the attached Exhibit “A” which includes all the previous scope plus the addition of semi-annual tasks required by the approved sampling and analysis plans, and permit requirements, for each site.

3. Replace Exhibit “B” Compensation with the Attached Exhibit “B” which includes funding for 1) on-going landfill maintenance and monitoring services and 2) the additional tasks required by the semi-annual work.

4. Funding for this extended contract period (01/01/2017–12/31/2017) is not to exceed $ 67,850.

5. Funding for the total contract period (01/01/2015 - 12/31/2017) is not to exceed $ 134,458.

6. All other terms and conditions remain unchanged.

7. The effective start date of the extension is 01/01/2017.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION.

Signature is required below.

PRINCIPAL APPROVALS

APPROVAL AS TO PROGRAM: John Wolpers, Environmental Health Division Manager  11/1/16

DEPARTMENT HEAD APPROVAL: Regina A. Delahunt, Health Department Director  11/2/16

APPROVAL AS TO FORM: Royce Buckingham, Civil Deputy Prosecuting Attorney  11/3/16

FOR THE CONTRACTOR:

Contractor Signature:  

Print Name and Title: Tom Bennett, Member  10-31-16

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 31st day of October, 2016, before me personally appeared Thomas Bennett, to me known to be the managing member and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington Residing at Bellingham.

My Commission expires: 9-9-20

FOR WHATCOM COUNTY:

Jack Louws, County Executive  

DATE

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this ______ day of __________________, 2016, before me personally 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 Bellingham.

My Commission expires: 9-9-20
I. Background

Cedarville Landfill

Cedarville has been a closed landfill since February 1990. Final closure improvements were completed in October 1993. A leachate management system was constructed in 2012, consisting of a retention pond, aeration and settling vaults, and bio-swale filtration.

All surface water and leachate sampling at the Cedarville landfill shall be in compliance with the Sampling and Analysis Plan (Cedarville SAP) dated January 2013. Included, are sampling parameters and procedures, and reporting requirements. Quarterly surface water monitoring must be conducted at the Downstream Ditch sampling location in accordance with the Cedarville SAP, the current Industrial Stormwater General Permit (ISGP #WAR001280), and the National Pollutant Discharge Elimination System (NPDES) (WA0501490) for the landfill. Discharge monitoring reports and visual inspection reports are to be prepared for each quarterly event.

Y Road Landfills

The Y Road landfills are comprised of two former landfill areas located on the west side (Y-Road I Landfill) and on the east side (Y-Road II Landfill) of Y Road in Whatcom County. All monitoring must be in compliance with the Revised Sampling and Analysis Plan (Y-Road SAP), dated October 2003 and revised in 2013. There are a total of four groundwater wells to be sampled, one surface water sampling location, and seven gas probes installed at the two sites.

The work of this contract is divided into 6 tasks as follows:

Task 1: Semi-Annual Monitoring and Reporting – Cedarville Landfill

The 2013 Sampling and Analysis Plan (SAP) for the Cedarville Landfill calls for semi-annual ground water and landfill gas monitoring once every 5 years, with the next events scheduled for April and October 2017. The scope of work for the semi-annual monitoring includes preparation of the Semi-Annual Report (following the April Event) and 2017 Annual Report (following the October event). Specifically, Task 1 will include the work items listed below.

Task 1.1: Project Management

Project management includes project setup, invoice review, and meetings and correspondence with the County and outside vendors.

Task 1.2: Semi-Annual Ground Water Sampling/Landfill Inspection

Semi-annual ground water sampling will be performed in accordance with the 2013 SAP. The wells will be redeveloped utilizing a down-hole purge pump prior to the April sampling event. The static water levels will be measured in all 17 monitoring wells at the site, and eleven wells will be sampled using low-flow techniques with a peristaltic pump (shallow wells MW-1, 10, and 11) or portable submersible pump (deep wells MW-2, 3, 4, 5, 6, 7, 13D, and 14D). Ground water monitoring will be performed by two field personnel and will consist of the following work items:

1. The depth to water will be measured to the nearest 0.01 foot in all monitoring wells using an electric water level indicator, and recorded in the field data sheets.
2. The 11 sampled wells will be purged at approximately 0.5 liter per minute. Purge water will be disposed on the ground adjacent to the respective wells. The water level probe will be used to monitor changes in water level during purging. The purge rate will be adjusted to minimize ground water drawdown in the well.
3. Field parameters, including electrical conductivity, pH, oxidation-reduction potential (ORP), and
temperature, will be measured with field instruments during purging. Sampling will begin when these parameters have stabilized.

4. Ground water samples will be collected from the discharge stream of the pump and will be placed directly into the appropriate sample containers provided by Edge Analytical (Edge). Field parameter readings, date, time, weather conditions and any special field observations will be recorded on field data sheets for each monitoring well.

5. Sampling equipment will be decontaminated between each well using a triple rinse technique, which includes scrubbing the equipment with a laboratory-grade detergent, and a double rinse with distilled water. Wash and rinse water will be disposed on the ground at the site.

6. Sample bottles will be labeled with the date, sample location, sample depth, and sampler’s name and placed into a cooler with ice or ice-substitute.

7. Duplicate, field blank, and trip blank samples will be prepared and analyzed in accordance with the Cedarville SAP.

Visual inspection of the landfill facilities will be performed during the semi-annual events, including the following items (at a minimum):

- landfill cover regarding vegetation and indications of erosion, seepage, or subsidence;
- stormwater facilities regarding ponding, obstruction of ditches, and indications of erosion;
- leachate management system with respect to general physical condition and operation.

Task 1.3: Semi-Annual Gas Monitoring

Methane gas monitoring will be conducted at gas probes GP-1, 5, 6, 7, 8 and 9, and several sampling ports in the decommissioned gas flare system during the semi-annual events.

Task 1.4: Semi-Annual Report

The Semi-Annual Report associated with the April event will include a discussion of site conditions observed during the landfill inspection, laboratory quality assurance results, water quality data, and ground water flow direction and velocity. Summary tables will be prepared for the water quality results and parameters exceeding applicable ground water (WAC 173-200) or surface water (WAC 173-201A) standards will be highlighted. A ground water contour map, field data sheets, and laboratory results will be attached to the report, along with chain-of-custody documentation regarding sample handling. The Semi-Annual Report will be submitted electronically to the WCHD and Ecology in PDF format within 30 days of receipt of the analytical data.

Task 1.5: 2017 Annual Report

The 2017 Annual Report will be prepared following the October event and will include time-series plots for conductivity, chloride, and total iron and manganese, qualitative analysis of water quality trends, summary tables of historic analytical data, and the other data as previously described for the Semi-Annual Report. The 2017 Annual Report will be submitted to the WCHD and Ecology in PDF format prior to December 31, 2017.

Task 1.6 Laboratory Analysis

Bennett will hand-deliver water samples to Edge Analytical Laboratory (Edge) on the day of the monitoring events. The anticipated analytical fees for Task 2 are presented in Exhibit B.

Task 2: Surface Water Monitoring – Cedarville Landfill

The scope of work for Task 2 includes quarterly site inspection, surface water sampling at the D.D. location, and reporting in accordance with the ISGP. Specifically, this task will include the work items listed below.
Task 2.1 Quarterly Sampling and Site Inspection

Stormwater monitoring and inspection will be conducted in accordance with the ISGP, which calls for quarterly observations for oil sheen, and surface water sampling and analysis of the following parameters: pH (field), turbidity, and total copper and zinc. Visual inspections are performed during the quarterly events, and include observations of uncontrolled discharges to ground, floating materials, visible sheens, discoloration, turbidity, and odor.

Task 2.2 Laboratory Testing

Bennett will deliver water samples to Edge immediately following the sampling events. The anticipated analytical fees for Task 2 are presented in Exhibit B.

Task 2.3 Quarterly Discharge Monitoring Reports and Visual Inspection Reports

Bennett will enter quarterly DMRs into Ecology's WebDMR system prior to the 15th day of the month following the respective quarter. The DMRs are reviewed and validated by County staff to complete the submittal process. The quarterly Visual Inspection Reports will be submitted to Whatcom County in PDF format, which will summarize site observations and provide a list of recommended actions, if necessary.

Task 2.4 ISGP Annual Report

Bennett will prepare the 2016 ISGP Annual Report using Ecology's standard form. The report will be submitted to Whatcom County for review and comment prior to May 1, 2017. The final report will be submitted to Whatcom County and Ecology prior to May 15, 2017 deadline.

Task 3: NPDES Permit Sampling - Cedarville Landfill

Under this task, sampling and analysis of the treated effluent and surface water samples will be performed in accordance with the NPDES Permit.

Task 3.1: NPDES Permit Sampling

Monthly sampling of the treated effluent will be performed at the discharge manhole of the effluent pond (Outfall #001). Monthly surface water samples will also be obtained in the regional drainage ditch to determine the turbidity at locations upgradient and downgradient of Outfall #001. Bennett will measure field parameters (pH, conductivity, and temperature) during each sampling event. The scope of work for this task assumes that discharge will occur during the months of January through April, November, and December 2016 (6 sampling events total).

Task 3.2: Discharge Monitoring Reports

DMRs will be entered into Ecology's WebDMR system every month (12 total), regardless of the status of system discharge. County staff will review and validate the DMRs prior to the 15th day of the month following the sampling event.

Task 3.3: Coordination of Annual O&M Work Items

Bennett will develop a list of maintenance work items for the LMS, in accordance with the O&M Manual, dated February 2013. Bennett will provide field support and observation during the maintenance work, and submit associated field reports and photo documentation to Whatcom County following completion of the work.

Task 3.4 Laboratory Testing

Bennett will deliver the effluent samples to Edge immediately following the sampling event. The anticipated analytical fees for Task 3 are presented in Exhibit B.
Task 4: Ground Water, Surface Water, and Landfill Gas Monitoring - Y-Road Landfills

Semi-annual monitoring events will be performed at the Y-Road Landfills in January and July 2017. Specifically, Task 4 will include the work items listed below.

Task 4.1: Semi-Annual Sampling and Inspection

Ground water sampling will be conducted using low-flow methods, as described below.

1. The depth to water and depth to bottom will be measured to the nearest 0.01 foot in MW-1, 3, 4, 5, 6, 7, 8, and 9 using an electric water level indicator, and recorded in the field data sheets. The bottom elevations will be compared to previous readings to determine the depth of sediment accumulation and evaluate the need for well re-development.

2. Monitoring wells MVW-1, 3, 4, and 9 will be purged with a peristaltic pump at approximately 0.5 liter per minute. Purge water will be disposed on the ground. The water level probe will be used to monitor changes in water level during purging. The purge rate will be adjusted to minimize ground water drawdown. Field parameters will be measured with field meters during purging. Sampling will begin when these parameters have stabilized. Ground water samples will be collected directly from the discharge stream of the pump in appropriate sample containers provided by Edge.

3. Field parameter readings, date, time, weather conditions and any special field observations will be recorded on field data sheets for each monitoring well.

4. Sample bottles will be labeled with the date, sample location, sample depth, and sampler’s name and placed into a cooler with ice or ice-substitute.

5. Field sampling equipment will be decontaminated between each well.

Surface water sampling in Carpenter Creek will be performed using a polyethylene sample bottle immersed in the water upstream of sampling personnel to avoid possible inclusion of suspended sediment. Surface water samples will be transferred to appropriate sample bottles supplied by Edge. Field parameter readings, date, time, weather conditions and any special field observations will be recorded on the field data sheet.

A visual inspection will also be performed during the semi-annual monitoring events, and will include observations of the following items (at a minimum):

- landfill cover regarding vegetation and indications of erosion, seepage, or subsidence;
- stormwater facilities regarding ponding, obstruction of ditches, and indications of erosion;
- ground water and gas monitoring wells with respect to physical condition; and
- flow in Carpenter Creek.

Task 4.2 Laboratory Testing

Bennett will deliver water samples to Edge on the day of the semi-annual monitoring events. Samples to be analyzed for dissolved metals will be filtered at the lab. The anticipated analytical fees for Task 4 are presented in Exhibit B.

Task 4.3: Semi-Annual Gas Probe Monitoring

Methane gas concentrations will be measured at the seven gas monitoring wells at the Y-Road II Landfill using an RKI Gas Tracer combustible gas meter. The gas meter will be calibrated by the vendor using a 25% LEL methane standard and ambient oxygen conditions. Gas pressures will be measured at each well to the nearest 0.01 inches of water column using a digital manometer. The barometric pressure during the semi-annual monitoring events will be obtained from data recorded by the National Weather Service at the Bellingham International Airport.
Task 4.4: Semi-Annual Report

The Semi-Annual Report will include a discussion of site conditions observed during the January 2017 event, analytical results, and ground water flow direction and velocity, and summary tables for ground water, surface water, and gas monitoring results. Ground water contour maps for the two landfills, field data sheets, and laboratory results will be attached to the report, along with chain-of-custody documentation. The Semi-Annual Report will be submitted to the WCHD in PDF format within 30 days of receipt of the analytical data.

Task 4.5 2017 Annual Report

The 2017 Annual Report for the Y-Road Landfills will be prepared following the July 2017 event and will include time-series plots for conductivity, chloride, and total barium, iron, and manganese, qualitative analysis of water quality trends, summary tables of historic analytical data, and other data as previously described under Task 4.4 for the Semi-Annual Report. The 2017 Annual Report will be submitted to the WCHD in PDF format prior to September 30, 2017.

Task 5: Acute and Chronic Toxicity Testing – Cedarville Landfill

The current NPDES Permit calls for acute and chronic toxicity testing of the effluent in December 2016 and March 2017. The required test species for both tests include fathead minnows and Ceriodaphnia dubia. The acute toxicity testing requires a single 10-liter sample, however, the chronic toxicity testing requires three separate sampling events during a one-week period. Samples will be obtained using a peristaltic pump and delivered via courier to Rainier Environmental Laboratory in Fife, Washington on the day of sampling. The test results will be included in the application for NPDES Permit Renewal, described under Task 6.

Task 6: Application for NPDES Permit Renewal – Cedarville Landfill

The current NPDES Permit expires on January 8, 2018. Task 6 involves analyzing the effluent quality and flow data developed over the past 4 years of LMS operation. A Technical Memorandum will be prepared as an attachment to the renewal application to summarize and support any proposed changes to the sampling frequency and parameters for the new permit. Bennett will prepare and submit the Draft Application, including NPDES Permit Forms 1 and 2C and the associated diagrams, to the WCHD in PDF format for review and comment. The Final Application will incorporate WCHD comments. Three originals of the Final Application will be prepared and distributed to the WCHD and Ecology prior to the application deadline of July 1, 2017.
I. **Budget and Source of Funding**: The source of funding for this contract, in the amount not to exceed $67,850, is the Whatcom County Solid Waste Fund.

II. **Contract Budget**:

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<td></td>
<td>$2,590.00</td>
</tr>
<tr>
<td><strong>Task 1.6 - Laboratory Analysis (Edge Analytical)</strong> (11 Monitoring Wells/Duplicate/Field Blank)</td>
<td></td>
</tr>
<tr>
<td>Quantity</td>
<td>Rate</td>
</tr>
<tr>
<td>Total Suspended Solids</td>
<td>24</td>
</tr>
<tr>
<td>Total Dissolved Solids</td>
<td>24</td>
</tr>
<tr>
<td>Chloride</td>
<td>26</td>
</tr>
<tr>
<td>Nitrate</td>
<td>24</td>
</tr>
<tr>
<td>Nitrite</td>
<td>24</td>
</tr>
<tr>
<td>Ammonia</td>
<td>24</td>
</tr>
<tr>
<td>Turbidity</td>
<td>24</td>
</tr>
<tr>
<td>Total Organic Carbon</td>
<td>24</td>
</tr>
<tr>
<td>Chemical Oxygen Demand</td>
<td>24</td>
</tr>
<tr>
<td><strong>Total Metals (Ba, Fe, Mn, Zn) + Lab Digestion</strong></td>
<td>26</td>
</tr>
<tr>
<td><strong>Task 1.6 Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$5,186.00</td>
</tr>
<tr>
<td>Markup (7.5%)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$390.00</td>
</tr>
<tr>
<td><strong>Task 1.6 Total</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$5,576.00</td>
</tr>
<tr>
<td><strong>TASK 1 TOTAL:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$18,648.00</td>
</tr>
</tbody>
</table>
## TASK 2 - SURFACE WATER MONITORING - CEDARVILLE LANDFILL

### Task 2.1 - Quarterly Sampling and Site Inspection

<table>
<thead>
<tr>
<th>Events</th>
<th>Time/Event</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Sampling Events</td>
<td>4</td>
<td>$95.00</td>
<td>$1,520.00</td>
</tr>
<tr>
<td>Quarterly Visual Inspection</td>
<td>1</td>
<td>$95.00</td>
<td>$380.00</td>
</tr>
</tbody>
</table>

**Task 2.1 Total**

| Task 2.2 Subtotal | $1,900.00 |

### Task 2.2 - Laboratory Testing (Edge Analytical)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turbidity</td>
<td>$13.00</td>
<td>$104.00</td>
</tr>
<tr>
<td>Total Metals (Cu and Zn)</td>
<td>$30.00</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

**Task 2.2 Total**

| Markup (7.5%) | $18.00 |

### Task 2.3 - Quarterly DMRs and Visual Inspection Reports

<table>
<thead>
<tr>
<th>Events</th>
<th>Time/Event</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Discharge Monitoring Reports</td>
<td>4</td>
<td>$115.00</td>
<td>$460.00</td>
</tr>
<tr>
<td>Quarterly Visual Inspection Report</td>
<td>4</td>
<td>$115.00</td>
<td>$460.00</td>
</tr>
</tbody>
</table>

**Task 2.3 Total**

| Task 2.4 Subtotal | $920.00 |

### Task 2.4 - ISGP Annual Report

<table>
<thead>
<tr>
<th>Time</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 ISGP Annual Report due May 15, 2017</td>
<td>5</td>
<td>$115.00</td>
</tr>
</tbody>
</table>

**Task 2 Total:**

| Total | $3,637.00 |

## TASK 3 - NPDES PERMIT SAMPLING - CEDARVILLE LANDFILL

### Task 3.1 - NPDES Permit Sampling

<table>
<thead>
<tr>
<th>Events</th>
<th>Time/Event</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Sampling Events (Jan-April and Nov-Dec 2017)</td>
<td>6</td>
<td>$95.00</td>
<td>$2,280.00</td>
</tr>
<tr>
<td>Peristaltic Pump/Field Monitoring Equipment</td>
<td>6</td>
<td>$75.00</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

**Task 3.1 Total**

| Task 3.2 Subtotal | $2,730.00 |

### Task 3.2 - Discharge Monitoring Reports

<table>
<thead>
<tr>
<th>Events</th>
<th>Time/Event</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discharge Monitoring/Field Insp Reports (Jan thru Dec 2017)</td>
<td>12</td>
<td>$115.00</td>
<td>$2,760.00</td>
</tr>
</tbody>
</table>

**Task 3.3 - Coordination of Annual O&M Work Items

<table>
<thead>
<tr>
<th>Time</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Item Punchlist/Field Observation/Reporting</td>
<td>8</td>
<td>$95.00</td>
</tr>
</tbody>
</table>

**Task 3.4 - Laboratory Testing (Edge Analytical)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biological Oxygen Demand</td>
<td>6</td>
<td>$50.00</td>
</tr>
<tr>
<td>Total Suspended Solids</td>
<td>6</td>
<td>$13.00</td>
</tr>
<tr>
<td>Turbidity</td>
<td>18</td>
<td>$13.00</td>
</tr>
<tr>
<td>Chloride</td>
<td>6</td>
<td>$13.00</td>
</tr>
<tr>
<td>Total Metals (Cu, Mn, and Zn)</td>
<td>6</td>
<td>$36.00</td>
</tr>
<tr>
<td>Ammonia</td>
<td>6</td>
<td>$13.00</td>
</tr>
<tr>
<td>Alpha Terpineol/Benzoic Acid/p-Cresol/Phenol</td>
<td>6</td>
<td>$300.00</td>
</tr>
<tr>
<td>NWTPH-Dx</td>
<td>6</td>
<td>$100.00</td>
</tr>
<tr>
<td>Sulfate</td>
<td>1</td>
<td>$13.00</td>
</tr>
<tr>
<td>Nitrate</td>
<td>1</td>
<td>$22.00</td>
</tr>
<tr>
<td>Dissolved Oxygen</td>
<td>1</td>
<td>$20.00</td>
</tr>
<tr>
<td>Soluble Reactive Phosphorus</td>
<td>1</td>
<td>$20.00</td>
</tr>
<tr>
<td>Hardness</td>
<td>1</td>
<td>$25.00</td>
</tr>
<tr>
<td>Total Organic Carbon</td>
<td>1</td>
<td>$30.00</td>
</tr>
<tr>
<td>Total Metals (As, Ba, Fe, and Ni)</td>
<td>1</td>
<td>$48.00</td>
</tr>
</tbody>
</table>

**Task 3.4 Subtotal**

| Markup (7.5%) | $268.00 |

**Task 3 Total:**

| Total | $10,080.00 |
### Task 4.1 - Semi-Annual Sampling and Inspection

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Events</th>
<th>Time/Event</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sampling Events and Inspection (January and July 2017)</td>
<td>2</td>
<td>8</td>
<td>$95.00</td>
<td>$1,520.00</td>
</tr>
<tr>
<td>Field Assistant (January and July Events)</td>
<td>2</td>
<td>6</td>
<td>$82.00</td>
<td>$984.00</td>
</tr>
<tr>
<td>Sampling Equipment/Supplies (w/ 7.5% Markup)</td>
<td>2</td>
<td></td>
<td>$350.00</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

**Task 4.1 Total:** $3,204.00

### Task 4.2 - Laboratory Analysis (Edge Analytical)

#### 4 Monitoring Wells/Carpenter Creek

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Quantity</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Suspended Solids</td>
<td>10</td>
<td>$13.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Total Dissolved Solids</td>
<td>10</td>
<td>$13.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Turbidity</td>
<td>10</td>
<td>$13.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Chloride</td>
<td>10</td>
<td>$13.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Nitrate</td>
<td>10</td>
<td>$13.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Nitrite</td>
<td>10</td>
<td>$13.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Ammonia</td>
<td>10</td>
<td>$13.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Total Organic Carbon</td>
<td>10</td>
<td>$30.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>Hardness</td>
<td>2</td>
<td>$25.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Sulfate</td>
<td>10</td>
<td>$13.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Chemical Oxygen Demand</td>
<td>10</td>
<td>$42.00</td>
<td>$420.00</td>
</tr>
<tr>
<td>Biochemical Oxygen Demand</td>
<td>2</td>
<td>$45.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>Total Metals (As, Ba, Fe, Mn, Hg, Pb, Zn)</td>
<td>10</td>
<td>$84.00</td>
<td>$840.00</td>
</tr>
<tr>
<td>Dissolved Zn + Lab Filtration (Surface Water Sample)</td>
<td>2</td>
<td>$12.00</td>
<td>$24.00</td>
</tr>
</tbody>
</table>

**Task 4.2 Total:** $2,764.00

**Markup (7.5%)**

**Task 4.2 Total:** $2,971.00

### Task 4.3 - Semi-Annual Gas Probe Monitoring

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Events</th>
<th>Time/Event</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas Monitoring Events</td>
<td>2</td>
<td>2</td>
<td>$95.00</td>
<td>$380.00</td>
</tr>
</tbody>
</table>

**Task 4.3 Total:** $380.00

### Task 4.4 - Semi-Annual Report

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Time</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Preparation</td>
<td>8</td>
<td>$115.00</td>
<td>$920.00</td>
</tr>
<tr>
<td>Data Validation/Database Maintenance</td>
<td>2</td>
<td>$105.00</td>
<td>$210.00</td>
</tr>
<tr>
<td>Drafting - Ground Water Contour Maps</td>
<td>2</td>
<td>$70.00</td>
<td>$140.00</td>
</tr>
</tbody>
</table>

**Task 4.4 Total:** $1,270.00

### Task 4.5 - Annual Report

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Time</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Preparation</td>
<td>14</td>
<td>$115.00</td>
<td>$1,610.00</td>
</tr>
<tr>
<td>Data Validation/Database Maintenance</td>
<td>2</td>
<td>$105.00</td>
<td>$210.00</td>
</tr>
<tr>
<td>Time Series Plots</td>
<td>6</td>
<td>$105.00</td>
<td>$630.00</td>
</tr>
<tr>
<td>Drafting - Ground Water Contour Maps</td>
<td>2</td>
<td>$70.00</td>
<td>$140.00</td>
</tr>
</tbody>
</table>

**Task 4.5 Total:** $2,590.00

### Task 5: Acute/Chronic Toxicity Testing

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Events</th>
<th>Time/Event</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toxicity Sampling/Bottles/COCs (December 2016 and March 2017)</td>
<td>6</td>
<td>3</td>
<td>$95.00</td>
<td>$1,710.00</td>
</tr>
<tr>
<td>Acute/Chronic Toxicity Testing (December 2016 and March 2017)</td>
<td>2</td>
<td>1</td>
<td>$4,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Peristaltic Pump/Field Monitoring Equipment</td>
<td>6</td>
<td>1</td>
<td>$75.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>Courier to Rainier Environmental Laboratory, Fife</td>
<td>6</td>
<td>1</td>
<td>$150.00</td>
<td>$900.00</td>
</tr>
</tbody>
</table>

**Task 5 Total:** $11,060.00

### Task 6: Application for NPDES Permit Renewal

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Time</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft Application for Permit Renewal - Review Draft</td>
<td>32</td>
<td>$115.00</td>
<td>$3,680.00</td>
</tr>
<tr>
<td>Final Application for Permit Renewal</td>
<td>8</td>
<td>$115.00</td>
<td>$920.00</td>
</tr>
<tr>
<td>Site Exhibits</td>
<td>8</td>
<td>$70.00</td>
<td>$560.00</td>
</tr>
</tbody>
</table>

**Task 6 Total:** $5,160.00

**Subtotal:** $59,000.00

**Contingency (15%):** $8,850.00

**Recommended Project Budget:** $67,850.00
Contractor will not expend any contingency funds without prior written authorization of the County.

2017 Schedule of Fees – Bennett Engineering, LLC

The above contract budget is based on the following rates:

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Engineer</td>
<td>$70.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>82.00</td>
</tr>
<tr>
<td>Senior Engineer I</td>
<td>95.00</td>
</tr>
<tr>
<td>Senior Engineer II</td>
<td>105.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>115.00</td>
</tr>
<tr>
<td>Principal Engineer</td>
<td>125.00</td>
</tr>
<tr>
<td>Hearing/Expert Testimony</td>
<td>140.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposable Bailers, each</td>
<td>$10.00</td>
</tr>
<tr>
<td>Peristaltic Pump, per day</td>
<td>50.00</td>
</tr>
<tr>
<td>Sail Sampling Equipment, per day</td>
<td>50.00</td>
</tr>
<tr>
<td>Field Monitoring Equipment, per day</td>
<td>25.00</td>
</tr>
<tr>
<td>Field Filter/Purge Pump &amp; Assembly, per day</td>
<td>50.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Services</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposable Bailers, each</td>
<td>Cost + 7.5%</td>
</tr>
<tr>
<td>Peristaltic Pump, per day</td>
<td>Cost + 7.5%</td>
</tr>
</tbody>
</table>

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 10th of the month following the month of service. Invoices submitted for payment electronically to HLM-BusinessOffice@walmartcount.us. Please include purchase order number on invoice.

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

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

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

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

**ATTACHMENTS:**

| SEPA review required? | ( ) Yes | ( x ) NO |
| SEPA review completed? | ( ) Yes | ( x ) |

**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 parties enter into this agreement to continue their collective commitment of funding the Small Business Development Center through Western Washington University for economic development services which include but are not limited to business retention, business expansion, assistance to start-ups, and research and data to support the above.

**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: Whatcom County Council
FROM: Tawni Helms, Administrative Coordinator
RE: Interlocal Agreement for Economic Development Services
DATE: November 4, 2016

Enclosed are two (2) originals of an interlocal agreement between Whatcom County, the Port of Bellingham and the City of Bellingham for your review and signature.

▪ **Background and Purpose**
In 2011, the Parties successfully joined their funding resources on a multi-year basis to increase efficiency in coordination of countywide economic development services. The Parties have jointly and continually agreed to fund Western Washington University’s Small Business Development Center for the provision of economic development services which include business startup, retention, recruitment, expansion and related services.

▪ **Funding Amount and Source**
Maximum consideration of the contract for the County’s portion is $423,400. Annual payments are: $132,500 for year one (2017), $143,700 for year two (2017), and $147,300 for year three (2018). The funding source is the Rural Sales Tax – Public Utilities Improvement Fund (EDI).

▪ **Differences from Previous Contract**
This is the third consecutive three year agreement. The scope and deliverables are the same as the two previous contracts with a modest increase for salaries and wages as requested by the Small Business Development Center.

Please contact Tawni Helms at extension 50124 if you have any questions or concerns regarding the terms of this agreement.

Enclosures
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Economic Development (EDI)</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Tawni Helms</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Port of Bellingham – City of Bellingham</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ☒ No ☐</th>
<th>If not, is this an Amendment or Renewal to an Existing Contract?</th>
<th>Yes ☐ No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
<td></td>
</tr>
</tbody>
</table>

| 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): | | |
|-------------------------------|------------|------------------------------------------------|| |

<table>
<thead>
<tr>
<th>Is this contract the result of a RFP or Bid process?</th>
<th>Yes ☒ No ☐</th>
<th>Contract</th>
<th>Cost Center: 332219</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Is this agreement excluded from E-Verify? | Yes ☒ No ☐ | 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.

<table>
<thead>
<tr>
<th>Contract Amount:(sum of original contract amount and any prior amendments):</th>
<th>$ 423,500.</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Amendment Amount:</td>
<td>$</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$</td>
</tr>
</tbody>
</table>

Summary of Scope: This interlocal agreement allows the Parties to continue their commitment of funding the Small Business Development Center through Western Washington University for economic development services which include but are not limited to business retention, business expansion, assistance to start-ups, and research and data to support the above.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>3 year agreement</th>
<th>Expiration Date: 12/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Routing:</td>
<td></td>
<td>Date: 11/04/16</td>
</tr>
<tr>
<td>1. Prepared by:</td>
<td>T. Helms</td>
<td>Date: 11/04/16</td>
</tr>
<tr>
<td>2. Attorney signoff:</td>
<td>Daniel Gibson</td>
<td>Date: 11/04/16</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>8. Executive signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>
INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WHATCOM COUNTY, THE CITY OF BELLINGHAM, AND THE
PORT OF BELLINGHAM, REGARDING A COORDINATED
APPROACH TO FUNDING ECONOMIC DEVELOPMENT
ACTIVITIES

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this day
by and between Whatcom County, (the “County”), the City of Bellingham, (the “City”), and
the Port of Bellingham (the “Port”); The County, City, and Port may be individually
referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS, the Parties have separately undertaken economic development activities in
Whatcom County, including contracting with various service providers to deliver business
start-up, retention, recruitment, expansion and related services; and

WHEREAS, in 2011 the Parties successfully joined their funding resources on a multi-year
basis to increase efficiency in coordination and focus on the outcomes expected by the
Parties; and

WHEREAS, the Parties have jointly and continually agreed to fund the WWU SBDC since
2011; and

WHEREAS, in 2015 the Parties jointly decided to market Whatcom County including the
creation of the “CHOOSE WHATCOM” website; and

WHEREAS, the Parties wish to continue their collaboration to fund the WWU SBDC and
market Whatcom County including maintenance of the “CHOOSE WHATCOM” Website
thereby ensuring consistency in the delivery of economic development services and
marketing efforts that provide beneficial outcomes to the parties; and

WHEREAS, the funding commitments are apportioned with the knowledge the County will
utilize the County Public Utilities Improvement Fund as allowable through RCW 82.14.370
to support 50% of the funding contribution; and

WHEREAS, since 2012, the Port has been designated by the County as the Associate
Development Organization with the state of Washington, assuming a lead coordination
responsibility for economic development in Whatcom County; and

WHEREAS, pursuant to RCW 53.08.245, the Port has broad authority to engage in
economic development activity; and
WHEREAS, pursuant to RCW Chapter 39.34 the Parties desire to enter into this Agreement to continue the commitment of funding to the WWU SBDC and the marketing of Whatcom County.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. ADMINISTRATION. The Parties designate the Port as the administrator pursuant to this Agreement. Administrative duties include management of contracts, coordination of marketing efforts, receipts and dispersal of funds, and communication to Port, County and City representatives. The Port will utilize its staff at no cost and follow the Port policies with regard to contracting for services or consultants.

2. SERVICES. The parties agree that for the purposes of this agreement economic development services include but are not limited to (i) business retention, (ii) business expansion, (iii) assistance to start-ups, and (iv) research and data to support the above.

3. FINANCIAL COMMITMENTS. The County, the City and the Port will include an economic development services line item in their respective 2017, 2018 and 2019 budgets. Contingent upon budget approval from each Party, an amount up to the following contribution levels will be made:

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bellingham</td>
<td>$66,250.00</td>
<td>$71,850.00</td>
<td>$73,650.00</td>
</tr>
<tr>
<td>Port of Bellingham</td>
<td>$66,250.00</td>
<td>$71,850.00</td>
<td>$73,650.00</td>
</tr>
<tr>
<td>Whatcom County</td>
<td>$132,500.00</td>
<td>$143,700.00</td>
<td>$147,300.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$265,000.00</strong></td>
<td><strong>$287,400.00</strong></td>
<td><strong>$294,600.00</strong></td>
</tr>
</tbody>
</table>
4. **INVOICES.**

**WWU SBDC:** All WWU SBDC invoices must be consistent with the contract and approved by the Parties listed under section 9. Once approved, the Port will pay the invoice and forward the same to the County and the City for reimbursement. The County and the City shall reimburse the Port for all payments quarterly within 30 days upon receipt of invoice from the Port.

**Marketing:** All projects will be approved by the parties listed under section 9 prior to contracting for goods or services. All marketing invoices will be paid according to the terms of the invoice. The Port will pay the invoice and forward the same to the County and the City for reimbursement. The County and the City shall reimburse the Port for all payments quarterly within 30 days upon receipt of invoice from the Port.

5. **EFFECTIVE DATE AND TERM.** The Agreement shall be effective immediately upon its execution by all Parties. This Agreement shall continue in full force and effect until December 31, 2019. Then, in the event that funds remain in the account for this Agreement and all debts have been paid, the funds will be returned to the Parties in proportion to their contribution.

6. **WITHDRAWAL OF PARTIES.** Any Party may withdraw from this Agreement by providing thirty (30) days written notice to the other parties. However, any Party withdrawing shall remain responsible for its prorated share of any payments due the WWU SBDC for contracts executed prior to the receipt of the notice by the Port.

7. **NEW PARTIES.** The Parties may allow additional public agencies (as the term is defined in RCW 39.34.020) to become parties to this Agreement subject to such terms and conditions as they unanimously agree.

8. **SURVIVABILITY:** All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

9. **NOTICES:** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:
or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal of the intended recipient to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

10. AMENDMENT: No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

11. WAIVER: No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition.

12. NEUTRAL AUTHORSHIP: Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

13. PUBLIC RECORDS ACT. All records received by any Party, pursuant to this Agreement shall be a public record and therefore subject to the Public Records Act.

14. ENTIRE AGREEMENT: The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year according to the signatures below.

EXECUTED THIS ____ day of _____________, 2016.

CITY OF BELLINGHAM

____________________________
Kelli Linville
Mayor

Attest:

____________________________
Finance Director

Approved as to form:

____________________________
Office of the City Attorney
EXECUTED this ___ day of ____________, 2016.

WHATCOM COUNTY

__________________________
Jack Louws
County Executive

Approved as to form:

[Signature]
Sr. Civil Deputy Prosecuting Attorney
EXECUTED THIS _____ day of ____________, 2016.

PORT OF BELLINGHAM

Rob Fix
Executive Director
### TITLE OF DOCUMENT

Contract for Services between Whatcom County and the Northwest Regional Council for support services for the Meals on Wheels Meal Program.

### ATTACHMENTS

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>(x) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>(x)</td>
</tr>
</tbody>
</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.)

Executive Louws requests Council approval to enter into a contract for services with the Northwest Regional Council for support of the Meals on Wheels Program.

### 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: Whatcom County Council
FROM: Tawni Helms, Administrative Coordinator
RE: Northwest Regional Council
DATE: November 4, 2016

Enclosed are two (2) originals of a contract for services agreement between Whatcom County and the Northwest Regional Council for your review and signature.

- **Background and Purpose**
  Whatcom County provides support to the Northwest Regional Council for the Meals on Wheels meal program. It is expected that 3,900 meals will be served annually to eligible Whatcom County residents. Clients are assessed for eligibility, vulnerability, food security and nutritional risk by a registered dietitian. Meals on Wheels provides one nutritious meal per day, tailored to meet Daily Recommended Intakes of the average senior (age 51-70+).

- **Funding Amount and Source**
  Maximum consideration of the contract is $80,000. Annual payments are: $40,000 each year of the 2017-2018 biennium. The funding source is General Fund.

- **Differences from Previous Contract**
  There is no change from the previous 2015-2016 contract.

Please contact Tawni Helms at extension 50124 if you have any questions or concerns regarding the terms of this agreement.

Enclosures
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department: Executive Office
Division/Program: (i.e. Dept. Division and Program) Non-Departmental
Contract or Grant Administrator: Tawni Helms
Contractor’s / Agency Name: Northwest Regional Council

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

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: (see Whatcom County Codes 3.06.010, 3.08.090 und 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: 4240

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.

Contract Amount:(sum of original contract amount and any prior amendments): $ 80,000
This Amendment Amount: 
Total Amended Amount: 

Council approval required for; all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: Contract for Services between Whatcom County and the Northwest Regional Council in support of the Meals on Wheels Program.

Term of Contract: 2 years Expiration Date: 12/31/2018

Contract Routing: 1. Prepared by: Tawni Helms Date: 11/4/16
2. Attorney signoff: Date: 11/7/16
3. AS Finance reviewed: Date: 11/4/16
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 10/31/16
CONTRACT FOR SERVICES
NORTHWEST REGIONAL COUNCIL - MEALS ON WHEELS

Northwest Regional Council, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,
Exhibit A (Scope of Work), p. 10,
Exhibit B (Compensation), p. 11.
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 1st day of January, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2018.

The general purpose or objective of this Agreement is to support Meals on Wheels Services as administered by Northwest Regional Council, as more fully and definitively described in Exhibit A hereeto. 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 $80,000 ($40,000 for year one (2017) and $40,000 for year two (2018). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this _______ day of __________________, 20______.

CONTRACTOR:

Northwest Regional Council

__________________________
Dan Murphy, Executive Director

STATE OF WASHINGTON )
) ss.
COUNTY OF WHATCOM )

On this _______ day of ______________, 20______, before me personally appeared Dan Murphy, to me known to be the Executive Director of Northwest Regional Council 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:

Approved as to form:

[Daniel L. Nelson] 11/07/16
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 ____________, 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:

NORTHWEST REGIONAL COUNCIL

Dan Murphy, Executive Director

600 Lakeway Drive
Bellingham, WA  98225

Contact Phone:  360.676.6749
Contact Fax:  360.738.2451
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 at a time, and for a total of no longer than three years.

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.
30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

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

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

31.2 Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

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

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:
Property Damage - $500,000.00 per occurrence;
General Liability & Bodily injury- $1,000,000.00 per occurrence.

A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit "C". This insurance shall be considered as primary and non-contributory, and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

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:
Contract for Services
Northwest Regional Council – Meals on Wheels
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof; whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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

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

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

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

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

36.1 Waiver of Noncompetition:
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

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

37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.
The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County’s representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County’s right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Tawni Helms, Administrative Coordinator
Whatcom County Executive’s Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the “Contractor Information” section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

The “General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs” is available to research this information at http://epis.arnet.gov/.

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

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

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

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

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

42.1 Disputes:

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

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

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

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

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

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
Funds will be used by Northwest Regional Council for support services for the Meals on Wheels meal program:

**Meals on Wheels Program**

It is expected that this $80,000 funding support will be used to purchase approximately 3,900 home delivered meals annually for 2017 and 2018 respectively for eligible Whatcom County residents. The cost of these meals is budgeted at approximately $2.56 per meal. Meals on Wheels provides one nutritious meal per day, tailored to meet Daily Recommended Intakes of the average senior (age 51-70 +). Each client is assessed for eligibility, vulnerability, food security and nutritional risk by our registered dietitian. If needed the participant may be referred to appropriate services to assure the senior can remain independent. In addition, the senior has contact with either a volunteer delivery driver or a staff member at least weekly. Some of participants are recovering from an illness or returning home after a stay in a nursing facility or hospital and need meals for a short time while recovering. The Meals on Wheels program allows the majority of our participants to remain in their homes an average of 5 years before needing to move to a skilled nursing facility.

The Nutrition Program is extremely cost effective, 83% of our staff are unpaid volunteers. We have 70 dedicated volunteers helping prepare, serve and deliver meals.

The $80,000 from Whatcom County will help us reach goals to increase food security, keep individuals independent, increase nutritive intake of home bound individuals and improve the quality of lives of seniors in Whatcom County.

**Goal: Increase Food Security:**
The delivery of the meal to a person’s home decreases the incidents of missed or skipped meals. Meals on Wheels provides nutrient dense meals for participants who otherwise are unable to purchase nutritionally acceptable foods due to lack of adequate income. 50% of our participants will have increased Food Security.

**Goal: Remain independent:**
Receiving Meals on Wheels eliminates nearly all the steps between shopping and eating. Preparing meals can pose a physical and cognitive challenge for seniors. Receiving a prepared meal removes a huge burden for some individuals. Since our program is closely tied to the aging network, we refer individuals to other community services as needs are identified during assessments by our registered dietitian. 100% of our participants will be able to remain independent and in their own homes while participating in the program.

**Goal: Increase Nutrient Intake:**
Individuals receiving Meals on Wheels eat more fruits, vegetables, whole grains, calcium enriched foods and high protein foods. Participants meet or exceed the Daily Recommended Intakes (DRI’s) for most nutrients. Participants’ nutritional risk scores decrease the first year on the program. Nutritional risk scores are directly related to eating more fruits, vegetables, calcium enriched foods and high protein foods. 80% of our participants’ diets will contain more servings of fruits, vegetables, calcium enriched foods and higher protein foods than when they entered the program.
The maximum consideration for this contract is $80,000 ($40,000 for year one (2017) and $40,000 for year two (2018). The Contract Number shall be included on all billings or correspondence.

NWRC will submit invoices to the Whatcom County Executive’s office (no more frequently than one time per month). Invoices will detail services provided by NWRC for the Meals on Wheels Program for seniors in Whatcom County, as outlined in Exhibit A.

With each invoice submitted to Whatcom County, NWRC will include receipts or copies of invoices paid by NWRC showing services provided and, where applicable, the number of individuals served.
# 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>Executive:</td>
<td>11/28/16</td>
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**TITLE OF DOCUMENT:** Bellingham Food Bank

**ATTACHMENTS:**
1. Contract
2. Memo

**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.)

Executive Louws requests your consideration and approval of the 2017 contract for services between Whatcom County and Bellingham Food Bank

**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, County Executive
FROM: Tawni Helms, Administrative Coordinator
RE: Bellingham Food Bank
DATE: October 14, 2016

Enclosed are two (2) originals of a Contract for Services between Whatcom County and Bellingham Food Bank for your review and signature.

- **Background and Purpose**
  Hunger remains a real concern for too many families in Whatcom County. The Bellingham Food Bank will continue to use the funds to procure, warehouse and distribute food and other essentials to low and very low income families. Whatcom County has also agreed to contribute $80,000 each year to the Bellingham Food Bank's "Bulk Buy Food Purchase" Program. This program is the most efficient way for large scale anti-hunger purchases. These purchases will be focused on healthy and nutrient rich food items as defined by the Washington State Department of Agriculture.

- **Funding Amount and Source**
  Maximum consideration of the contract is $276,000 for two years. $138,000 is dedicated or year one (2017) and $138,000 for year two (2018). The funding source is the General Fund.

- **Differences from Previous Contract**
  No substantive changes.

Please contact Tawni Helms at extension 5208, 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>Executive Office</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract or Grant Administrator:</strong></td>
<td><strong>Tawni Helms</strong></td>
</tr>
<tr>
<td><strong>Contractor’s / Agency Name:</strong></td>
<td><strong>Bellingham Food Bank</strong></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 ☐

If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 

**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 ☐

Contract:

**Cost Center:** 141

**Is this agreement excluded from E-Verify?**  Yes ☐ No ☒

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.

**Contract Amount:(sum of original contract amount and any prior amendments):**

$ 276,000

**This Amendment Amount:**

$ __________________________

**Total Amended Amount:**

$ __________________________

**Summary of Scope:**

- Council approval required for; all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

**Term of Contract:** January 1, 2017  
**Expiration Date:** December 31, 2017

**Contract Routing:**

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

V2.0
CONTRACT FOR SERVICES
Bellingham Food Bank

Bellingham Food Bank, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 7.
Exhibit A (Scope of Work), p. 8.
Exhibit B (Compensation), p. 9.
Exhibit C (Certificate of Insurance).

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 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December 2018.

The general purpose or objective of this Agreement is to: pay for the operations of the Bellingham Food Bank for procuring/purchasing, warehousing and distributing food and other essentials to low and very low income families, 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 $276,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of ________________, 20__.

CONTRACTOR:

Bellingham Food Bank

__________________________
Mike Cohen, President

STATE OF WASHINGTON
) ss.
COUNTY OF ________________

On this ____ day of __________, 20__, before me personally appeared Mike Cohen to me known to be the Executive Director of the Bellingham Food Bank 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 ___________________.

Contract for Services
Bellingham Food Bank

Page 1

V2.0
Approved as to form:

[Signature]
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: __________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON      )
) ss
COUNTY OF WHATCOM           

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

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

CONTRACTOR INFORMATION:

Bellingham Food Bank

Mike Cohen, Executive Director

Address:
1824 Ellis Street
Bellingham, WA 98225

Mailing Address:
same

Contact Name: Mike Cohen, Executive Director

Contact Phone: 360-676-0392

Contact FAX: 360-676-0410

Contact Email: mike@bellinghamfoodbank.org

Contract for Services
Bellingham Food Bank
V2.0
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.
Unless specifically stated in Exhibit “B” or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the “Administrative Officer”) the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County’s customary procedures, pursuant to the fee schedule set forth in Exhibit “B.”

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

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

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

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
30.3 **No Guarantee of Employment:**
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 **Patent/Copyright Infringement:**
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 **Confidentiality:** Not Applicable

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

34.1 **Proof of Insurance:**
The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:
- Property Damage - $500,000.00 per occurrence;
- General Liability & Bodily injury- $1,000,000.00 per occurrence.

A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit "C". This 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. This waiver is mutually negotiated by the parties to this agreement.

34.3 **Defense & Indemnity Agreement:**
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.
35.1 Non-Discrimination in Employment:
The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

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

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

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

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest: Not Applicable

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

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

Tawni Helms, Administrative Coordinator
Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

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

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

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

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

40.2 **Contractor Commitments, Warranties and Representations:** 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.
BELLENMH FOOD BANK PROGRAM AND GLEANING PROJECT

Whatcom County will provide funding in support of the Bellingham Food Bank and Gleaning Project and the Food Bank's Bulk Buy Food Purchase Network as described below.

**BELLINGHAM FOOD BANK PROGRAM - $100,000 ($50,000 per Year)**
Bellingham Food Bank shall use the funds to procure, warehouse and distribute food and other essentials to low and very low-income Whatcom County residents through an existing network of neighborhood food banks.

Outcome: To support prevention measures that help to avoid or prevent hunger, and provide food to low and very low income people. To increase residents' food security and decrease hunger through the provision of free groceries to low income families that visit local food banks.

Indicators: The number of pounds of food delivered to neighborhood food banks from Bellingham Food Bank.

Eligibility: Food will be made available to low and very low income people.

Program Requirements: The Agency agrees to collect, warehouse and distribute food with funds provided under this contract to neighborhood food banks throughout Whatcom County. The funds provided under this contract shall be used to pay for costs associated with the provision of this food. The Agency shall complete all required paperwork related to project activities and outcomes as described below.

Bellingham Food Bank shall submit a Services-Activities Report with each billing invoice that includes actual pounds of food distributed to the local neighborhood food banks and receipts from each of the neighborhood food banks that received the food as detailed on Exhibit B.

**GLEANING PROJECT - $16,000 ($8,000 per Year)**
The Gleaning Project facilitated under the Bellingham Food Bank is a non-profit organization that bridges the gap between local surplus produce that would otherwise be wasted and those who are hungry in Whatcom County.

The Bellingham Food Bank’s Gleaning Project shall use funds to help cover the cost to coordinate the volunteer effort required to gather excess food from farms and gardens for distribution to the local eligible neighborhood food banks in Whatcom County as listed below.

Bellingham Food Bank’s Gleaning Project will submit invoices and receipts to Whatcom County. Receipts will include the hours worked to coordinate the food gleaning from local farms and orchards as detailed on Exhibit B.

**BULK BUY FOOD PURCHASE NETWORK - $160,000 ($80,000 per year)**
Bulk Buy Food Purchase funds go to purchase fresh and shelf-stable nutrient dense foods such as fruits, vegetables, eggs, milk and chicken. By investing in Bellingham Food Bank’s Bulk Buy Food Purchase Network, Whatcom County expects to reduce hunger and improve nutrition by through the provision of healthy, nutrient rich foods to low and very low income people. The contractor will:

- Establish a Food Buying Committee comprised of at least three participating food banks to meet regularly and determine purchasing options based on need and cost efficiency.
- Make all purchases on behalf of the network, receive and distribute the purchased food.
- Provide program oversight to ensure the local food banks included in the Bulk Buy Food Purchase Network distribute food to low income people and adhere to the Emergency Food Assistance Program (EFAP) guidelines.
- Submit monthly invoices that include copies of receipts for all healthy food purchased by the Bulk Buy Food Network.

**Bulk Buy Food Purchase Network (Other food banks that meet the requirements listed above may be added upon the discretion of the Food Buying Committee)**

- Bellingham Food Bank
- Ferndale Food Bank
- Foothills Food Bank (Deming/Kendall)
- Project Hope (Lynden)
- Nooksack Tribal Food Bank
- Blaine Food Bank
- Nooksack Valley Food Bank
- Salvation Army Food Bank
- Lummi Tribal Food Bank

Contract for Services
Bellingham Food Bank

Page 9

V2.0
The Contract Number, set forth above, shall be included on all billings.

**Bellingham Food Bank Project**

*Maximum consideration for this portion of the contract shall be $100,000 ($50,000 for year one (2017) and $50,000 for year two (2018)).* Invoices shall be sent to the Whatcom County Executive's Office. Bellingham Food Bank will provide Whatcom County with an invoice (including supporting documentation of food distributed) as described in Exhibit A. Bellingham Food Bank will also provide a report at the end of the calendar year that details the total pounds delivered to the Food Banks.

**Method of Payment**

- Reimbursement shall be made monthly.
- The County will pay based on .40 per pound of food distributed to the neighborhood food banks.
- Monthly payments may vary based on the actual number of pounds distributed for that month.
- Payment to the Agency may be withheld for any month in which the Agency has not submitted the contractually required reports on the data indicated.
- The Contractor shall not bill the county for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

**Gleaning Project**

*Maximum consideration for this portion of the contract shall be $16,000 ($8,000 for year one (2017) and $8,000 for year two (2018)).* As consideration for the services provided pursuant to Exhibit A - Scope of work, the county agrees to compensate the contractor $15.00 per hour plus payroll taxes for the services of the Bellingham Food Bank Gleaning Project Coordinator. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage at IRS rate, other expenditures such as printing and postage shall be reimbursed at actual cost. Contractor will invoice monthly. Invoices will include employee hours worked by day with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

The Billing Invoice Package is due within ten working days after the end of each month. Invoices shall be sent to the Whatcom County Executive's Office.

The Contractor shall not bill the county for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract.

**Bulk Buy Food Purchase Network**

*Maximum consideration for this portion of the contract shall be $80,000 ($80,000 for year one (2017) and $80,000 for year two (2018)).* Invoices shall be sent to the Whatcom County Executive's Office. Bellingham Food Bank will provide Whatcom County with an invoice (including supporting documentation of food purchased) as described in Exhibit A. Bellingham Food Bank will also provide monthly reports that detail the pounds of Bulk food Purchased and delivered to the Food Banks and the numbers served at the Food Banks.

**Method of Payment**

- Invoices shall be sent to the Whatcom County Executive's Office.
- Reimbursement shall be made monthly.
- Invoices will include actual receipts for Bulk Buy Food Purchases.
- The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

The Contractor shall not bill the county for services performed or provided under this contract, and the County shall not pay the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract.
**TITLE OF DOCUMENT:** Contract between Whatcom County and Pioneer Human Services

**ATTACHMENTS:**
1. Info Sheet
2. Executive Memo
3. 2 copies of contract

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

<table>
<thead>
<tr>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
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<tbody>
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<td><strong>Requested Date:</strong></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.)

The purpose of this contract is to provide funding for Pioneer Human Services to operate a permanent supportive housing program for homeless individuals. The Contractor will provide 37 permanent housing units, housing case management, and behavioral health services so that program participants can access services and achieve housing stability.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
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<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
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</table>

**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, County Executive
FROM: Regina A. Delahunt, Director
RE: Pioneer Human Services, City Gate Permanent Supportive Housing Facility
DATE: November 21, 2016

Enclosed are two (2) originals of a contract between Whatcom County and Pioneer Human Services for your review and signature.

▪ Background and Purpose
The purpose of this contract is to provide funding for Pioneer Human Services to operate a permanent supportive housing program, City Gate, for homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections, for homeless ex-offenders exiting the Whatcom County Jail, and for homeless individuals, including 10 units dedicated to chronically homeless veterans. The Contractor will provide 37 permanent housing units, housing case management, and behavioral health services so that program participants can access services and achieve housing stability.

▪ Funding Amount and Source
The sources of funding for this contract, in an amount not to exceed $371,412, are County-held document recording fees and the Chemical Dependency/Mental Health Program Fund. Funding for this contract is included in the 2017 budget. Council approval is required and an Agenda Bill is attached.

▪ Differences from Previous Contract
This is a new contract that provides an additional $49,418 in funding. This increase is based upon documentation provided by Pioneer Human Services demonstrating that their operational costs have exceeded their previous level of funding. City Gate has no other funding sources other than that derived from rental income. This new contract also adds a half-time case management position at no additional cost by accordingly reducing the resident monitor position from a full-time to half-time position.

Please contact Barbara Johnson-Vinna at extension 6046, if you have any questions or concerns regarding the terms of this agreement.

Encl.
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<tr>
<th>Originating Department:</th>
<th>Health</th>
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<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Human Services</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Barbara Johnson-Vinna</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Pioneer Human Services</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 [ ] No [x]
  - 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): ____________________

**Is this contract the result of a RFP or Bid process?**
- Yes [ ] No [x]
  - If yes, RFP and Bid number(s): ____________________

**Is this agreement excluded from E-Verify?**
- Yes [x] No [ ]
  - 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.
  - Professional Service Contract Amendments that have an increase greater than $20,000 and other contracts with a cumulative increase greater than $50,000.
  - RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.

**Contract Amount:** (sum of original contract amount and any prior amendments):
- $371,412

**This Amendment Amount:**
- $ ____________________

**Total Amended Amount:**
- $371,412

**Summary of Scope:**
The purpose of this contract is to provide funding for Pioneer Human Services to operate a permanent supportive housing program for homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections, for homeless ex-offenders exiting the Whatcom County Jail, and for chronically homeless veterans. The Contractor will provide 37 permanent housing units, housing case management, and behavioral health services so that program participants can access services and achieve housing stability.

**Term of Contract:** 1 Year

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<th>Contract Routing:</th>
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<tr>
<td>1. Prepared by: pj</td>
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<tr>
<td>2. Attorney signoff: rb</td>
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<tr>
<td>3. AS Finance reviewed:</td>
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<td>4. IT reviewed (if IT related):</td>
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<td>5. Contractor signed:</td>
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<td>6. Submitted to Exec.:</td>
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<tr>
<td>7. Council approved (if necessary):</td>
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<tr>
<td>8. Executive signed:</td>
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<td>9. Original to Council:</td>
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</table>

**Expiration Date:** 12/31/2017

**Date:**
- 9/16/16
- 11/3/16
- 11/4/16
- 11/7/16
- 11/22/16
Pioneer Human Services, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9.
Exhibit A (Scope of Work), pp. 10 to 13.
Exhibit B (Compensation), pp. 14 to 15.
Exhibit C (Certificate of Insurance), p. 16.
Exhibit D (E-Verify), p. 17.
Exhibit E (Flex Fund Guidelines), p. 18.
Exhibit F (Types of Income to Count and Calculating Adjusted Income), pp. 19 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 January, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2017.

The general purpose or objective of this Agreement is to provide a permanent supporting housing facility, 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 $371,412. The Contract Number, set forth above, shall be included on all billings or correspondences 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 17th day of November, 2018.

CONTRACTOR:

Stephanie Welly, CFO

STATE OF WASHINGTON

COUNTY OF KING

On this 17th day of November, 2018, before me personally appeared Stephanie Welly to me known to be the CFO of Pioneer Human Services and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Vicki L. Rush
NOTARY PUBLIC in and for the State of Washington, residing at 56107050 E. My commission expires 09-04-2018.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Division Manager

Regina A. Delahunt, Health Department Director

Approved as to form:
Royce Buckingham, Deputy Prosecuting Attorney

Approved:
Accepted for Whatcom County:

Jack Louws, Whatcom County Executive

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this ______ day of ___________________, 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:

Pioneer Human Services
Joe Nagel, Regional Program Manager
7440 West Marginal Way S.
Seattle, WA 98108
360-927-6533
joe.nagel@p-h-s.com

PIONEER HUMAN SERVICES
VICKI RUSH, CONTRACTS ADMIN.
7440 W. MARGINAL WAY S.
SEATTLE, WA 98108
(206) 766-7004
vicki.rush@p-h-s.com.
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

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

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

Property Damage per occurrence - $500,000.00

General Liability & Property Damage for bodily injury- $1,000,000.00

Automobile liability - The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability - $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.

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.
34.2 **Industrial Insurance Waiver:**
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 **Defense & Indemnity Agreement:**
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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

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

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to assure 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 of 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:

Barbara Johnson-Vinna, MSW, Housing Specialist
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
(360) 778-6046
BJohnson@c o.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.

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

The “General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs” is available to research this information at https://www.sam.gov/portal/SAM/1

38.3 E-Verify:
The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and sub contracts for $25,000 or more if the primary contract is for $100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work for Whatcom County. As used herein, “status verification system” means the illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also
be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit. Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

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

40.2 **Contractor Commitments, Warranties and Representations:** 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 matter 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)

I. Background

In 2009, Whatcom County established the Whatcom County Offender Re-Entry Housing Program as a pilot project funded primarily by Department of Commerce Homeless Grant Assistance Program. This project has become a permanent supportive housing program for homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections, for homeless ex-offenders exiting the Whatcom County Jail, and for homeless individuals and chronically homeless veterans. The Contractor will provide permanent housing, housing case management, and behavioral health services so that program participants can access services and achieve housing stability.

By entering into this agreement, it is not intended to create a benefit or cause of action for any third person not a signatory to this agreement, except a program participant. By providing services to a program participant, the Contractor does not enter into a legal charge relationship for anything other than making services available to the participant. It is not meant to provide protection to any third person or the public in general.

A. Definitions

AMI       Area Median Income
DOC       Washington State Department of Corrections
HMIS      Homeless Management Information System
SHP       U.S. Department of Housing and Urban Development Supportive Housing Program
WHSC      Whatcom Homeless Service Center
VA        United States Department of Veteran Affairs
VASH      Veteran Affairs Supportive Housing program combines Housing Choice Voucher rental assistance for homeless Veterans with case management and clinical services provided by the VA
S+C       Shelter Plus Care Program – a U.S. Department of Housing and Urban Development Supportive Housing Program

II. Statement of Work

The Contractor will be responsible for the operation of the permanent supportive housing program at City Gate which provides housing for:
- homeless ex-offenders who are returning to Whatcom County under the supervision of the Washington State Department of Corrections,
- homeless ex-offenders exiting the Whatcom County Jail, and
- homeless individuals and chronically homeless veterans.
The re-entry residents eligible to reside at City Gate must have a mental health disability and/or be disabled due to a history of substance use disorder and income at or below 50% of Area Median Income (AMI). The contractor will also provide rental assistance vouchers through the use of Whatcom County flex funds to ex-offenders under DOC supervision. By operating this program, the Contractor will be responsible for the following, as well as any other activities identified by the Contractor as being necessary to meet the program objective of increased housing stability for ex-offenders and homeless individuals and veterans:

1. Provide a resident manager to oversee the safety and security of the building. Facility staff will be available on site at all times to monitor resident behavior and compliance with lease agreements.

2. Provide 37 permanent housing units at the City Gate apartment building: 10 to be used for VASH participants, 5 for SHP participants, and up to 5 for S+C participants.

3. Develop leases and program agreements with all participating clients, including master lease with the SHP provider.

4. Operate and provide property management services of the permanent supportive housing program, including rent determination and collection, facility maintenance, and unit turnover.

5. Establish rental amounts that are no more than 30 percent of resident's adjusted monthly income in compliance with Exhibit F (Types of Income to Count and Calculating Adjusted Income). Establish deposit and minimum rent amounts.

6. Continue to further develop and refine the referral protocol in conjunction with Whatcom County Housing Specialist for ex-offenders released from the Whatcom County Jail.

7. Accept referrals from the Whatcom Homeless Service Center to consider for placement in City Gate.


9. Coordinate Housing Quality Standard (HQS) inspections for Housing Authority funded units or conduct Housing Safety Standard (HSS) inspections for all other occupied City Gate units receiving assistance under this contract.

10. Respond in a timely manner to a City Gate program participant's report of a housing quality problem.

11. Develop a permanent housing plan for re-entry clients accepted into the program and coordinate a Housing Service Plan for the VASH, S+C, and SHP residents with their case managers.

12. Work closely and collaboratively with DOC staff, Whatcom County Jail staff, law enforcement, criminal justice staff, County staff, WHSC, VA, local government staff, other community service providers, and community groups in managing the program, ensuring that offender accountability to DOC release plans is maintained and Housing Service Plans are followed, and increasing the likelihood of program participants' housing success.

13. Use reasonable care to notify DOC in the event of known violations of community supervision provisions, the VA social worker in the event of VASH program violations, and the housing case manager of the SHP clients in the case of program violations.

14. Participate as a member of a Re-Entry Coordination Team to help determine acceptance of potential residents into the program and to develop and implement a re-entry plan. This will include conferring with the program participant and his or her assigned Department of Corrections
Community Corrections Officer to discuss housing and service needs, obtain available documentation, and explain the housing program.

15. Make necessary arrangements to ensure that a housing unit is available to an accepted program participant.

16. Link program participants to other needed services (e.g., mental health services, substance abuse treatment; health care; education and training; employment; parenting classes; social networks; family/community reconciliation, etc.).

17. Conduct a criminal background check on all potential residents of City Gate.

18. Ensure that no convicted sex offenders are considered for acceptance into the City Gate program.

19. Provide housing case management services to program participants. Housing case management services include but are not limited to:
   a. Educating clients about:
      i. The cleaning and maintenance of housing units.
      ii. Tenant responsibilities under Landlord-Tenant Law.
      iii. Financial literacy and money management.
   b. Communicating with landlords and other residents.
   c. Linking clients to employment and training programs.
   d. Assisting clients in life skills and/or activities of daily living training.
   e. Monitoring each program participant and his/her adherence to tenant responsibilities.
   f. Assisting in addressing issues that threaten continued program participation, housing status, and safety of other residents or the immediate neighborhood.

20. Provide onsite behavioral health services by a Behavioral Health Professional for residents at City Gate and residents of The Lighthouse Mission. The position will coordinate with City Gate resident manager and case manager, VASH case manager, SHP case manager, and S+C staff acting as part of the service provider team. This position will require compliance with state and federal confidentiality laws. Behavioral health services to be provided by Pioneer Human Services may include:
   a. Screening residents to determine behavioral health needs; screen potential residents' behavioral health needs as they relate to housing placement and stability.
   b. Conducting an assessment of behavioral health issues, including mental health and substance abuse history for residents who are not engaged with a mental health or substance use disorder treatment provider.
   c. Developing a file and charting all provider contacts on residents engaged in formal behavioral health services.
   d. Completing an Individualized Treatment Plan conjointly with each resident engaged in behavioral health treatment with PHS behavioral health staff.
   e. Providing treatment and case management activities.
f. Coordinating ongoing care with other professionals.
g. Providing for an after-hours response system in the event of an emergency.
h. Follow relevant state statutes for provision of mental health treatment.

21. Providing monitoring for security with an operational interior and exterior camera system, and the use of a single entrance for all residents in units accessible from the building interior.

22. Distribute rental assistance voucher flex funds as appropriate up to a maximum of $1,500 per household, according to the Whatcom County Flex Fund Guidelines set forth in Exhibit F.

23. Participate in Homeless Management Information System (HMIS) data collection efforts, coordinated through the WHSC.

24. Comply with state and federal confidentiality laws and regulations.

25. Comply with Landlord-Tenant Law.

26. Develop all administrative and programmatic policies and procedures required for the administration and operation of the program.

27. Attend Whatcom County Homeless Coalition meetings and Pioneer corporate staff meetings as required.

28. Ensure that common area bathrooms comply with standards set by the Americans with Disabilities Act (ADA).

III. Program Requirements

If on average over the course of the year, occupancy at City Gate falls below 85%, the Contractor shall meet with County staff to address occupancy rates with the goal of keeping the units at City Gate fully occupied.

IV. Reporting Requirements

The Behavioral Health Professional will submit separate monthly reports by the 15th of each month to the Health Department for clients seen at the Lighthouse Mission and at City Gate. These monthly reports will provide the following numbers: Clients assessed; clients that received services; contacts made with clients; average number of contacts with clients; client contacts during 1:1 sessions; and client contacts during group sessions.
I. **Budget and Source of Funding**

The source of funding for this contract, in an amount not to exceed $371,412, is local document recording fees and the Chemical Dependency/Mental Health Program Fund.

II. **Budget, Rates, and/or Allowable Costs**

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Documentation Required with Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROGRAM SERVICES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resident Manager/1.5 Case Managers</td>
<td>GL detail</td>
<td>$ 101,788</td>
</tr>
<tr>
<td>Resident Monitor .5 FTE</td>
<td>GL detail</td>
<td>38,509</td>
</tr>
<tr>
<td>Mental Health Professional</td>
<td>GL detail</td>
<td>70,523</td>
</tr>
<tr>
<td>Supervision</td>
<td>GL detail</td>
<td>25,848</td>
</tr>
<tr>
<td>Operational supplies (Office, food, etc.)</td>
<td>GL detail</td>
<td>7,000</td>
</tr>
<tr>
<td>Medical/UA</td>
<td>GL detail</td>
<td>600</td>
</tr>
<tr>
<td>Travel/Training/Mileage</td>
<td>Include name of traveler, dates, start &amp; end point, number of miles and purpose. Receipts required for transportation costs, registration fees, etc. Lodging &amp; meal costs follow federal guidelines (<a href="http://www.gsa.gov">www.gsa.gov</a>). Receipts for meals not required. For mileage reimbursement, copies of mileage records, including the name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the per mile reimbursement rate, and a brief description of the purpose of travel. Mileage will be reimbursed at the current GSA rate.</td>
<td>6,000</td>
</tr>
<tr>
<td>Flex Funds</td>
<td>Detail log by client id with date and amount listed</td>
<td>12,400</td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td></td>
<td>$ 262,668</td>
</tr>
<tr>
<td>Indirect Program Administration</td>
<td>26% on salaries only, not to exceed budget</td>
<td>36,744</td>
</tr>
<tr>
<td><strong>Total Facility Staffing &amp; Services Costs:</strong></td>
<td></td>
<td>$ 299,412</td>
</tr>
</tbody>
</table>

**FACILITY COSTS**

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Documentation Required with Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apartment Facility, including all utilities &amp; maintenance net of rental income</td>
<td>$6,000/month</td>
<td>$ 72,000</td>
</tr>
<tr>
<td><strong>Total Facility Costs:</strong></td>
<td></td>
<td>$ 72,000</td>
</tr>
<tr>
<td><strong>Grand Total Contract Costs:</strong></td>
<td></td>
<td><strong>$ 371,412</strong></td>
</tr>
</tbody>
</table>
Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Under no circumstances shall program administration costs exceed the above specified budgeted amount.

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 10th of the month following the month of service. Invoices submitted for payment electronically to HL-BusinessOffice@co.whatcom.wa.us. Please include purchase order number on invoice.

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

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

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

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

5. Contractor must submit quarterly financial reports detailing all costs and program income no later than April 30th, July 31st, October 31st, and January 31st. Reports will be sent to HL-BusinessOffice@co.whatcom.wa.us.
EXHIBIT "C"
(CERTIFICATE OF INSURANCE)
CERTIFICATE OF LIABILITY 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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willis of Oregon, Inc.</td>
<td>NAME:</td>
</tr>
<tr>
<td>P.O. Box 305191</td>
<td>PHONE: (877) 945-7378</td>
</tr>
<tr>
<td>Nashville, TN 37230-5191</td>
<td>FAX: (888) 467-2378</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSURED</th>
<th>INSURER(S) AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pioneer Human Services</td>
<td>Philadelphia Indemnity Insurance Company</td>
</tr>
<tr>
<td>7440 West Marginal Way South</td>
<td>NAIC #: 18058</td>
</tr>
<tr>
<td>Seattle, WA 98108</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CERTIFICATE NUMBER:</th>
<th>REVISION NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>PHPK1550713</td>
<td></td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>PHPK1550713</td>
<td></td>
</tr>
<tr>
<td>PROFESSIONAL LIAB.</td>
<td>PHPK1550713</td>
<td></td>
</tr>
</tbody>
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<tr>
<th>INS 11</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUBR</th>
<th>INCRED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>OCCUR</td>
<td>PHPK1550713</td>
<td>09/15/2016</td>
<td>09/15/2017</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR CLAIMS-MADE</td>
<td>09/15/2016</td>
<td>09/15/2017</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>X</td>
<td>SCHEDULED AUTOS</td>
<td>X</td>
<td>LOC</td>
<td>PHPK1550713</td>
<td>09/15/2016</td>
</tr>
<tr>
<td>A</td>
<td>PROFESSIONAL LIABILITY</td>
<td>X</td>
<td>OCCUR</td>
<td>PHPK1550713</td>
<td>09/15/2016</td>
<td>09/15/2017</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached) (if more space is required)

RE: Contract for City Gate housing in Bellingham.

Whatcom County Health Department is included as an Additional Insured as respects to General Liability, Professional Liability, and Automobile Liability.

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

Waiver of Subrogation applies in favor of the Additional Insured as respects to General Liability, Professional Liability, and Automobile Liability.

CERTIFICATE HOLDER

Whatcom County Health Department
Attn: Barbara Johnson-Vinna, MSW, Housing Specialist
509 Girard Street
Bellingham, WA 98225

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS</th>
</tr>
</thead>
</table>
| **POLICY TYPE:** Commercial Property  
CARRIER: PartnerRe America Insurance Company  
POLICY TERM: 09/15/2016 – 09/15/2017  
POLICY NUMBER: F552784-16 | All Real and Personal Property Including Business Income, Earth Movement and Flood: $2,500,000 per occurrence  
Flood excludes locations wholly or partially within Special Flood Hazard Areas, areas of 100-year flooding as defined by FEMA.  
$50,000 deductible except 5% ($100,000 minimum) earth movement and $100,000 flood for locations within special flood zones B or X as defined by FEMA. |
| **POLICY TYPE:** Professional Liability  
CARRIER: Philadelphia Indemnity Insurance Company  
POLICY TERM: 9/15/2016 – 9/15/2017  
POLICY NUMBER: PHPK1550713 | $3,000,000 Aggregate Limit  
$1,000,000 Each Incident Limit |
Firm Name: Pioneer Human Services

The undersigned declares, under penalty of perjury under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named contractor.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

Signed:  

Stephanie Welty, CFO Pioneer Human Services  

Date: 11/14/16
EXHIBIT "E"
WHATCOM COUNTY FLEX FUNDS GUIDELINES

"Flex funds" are funds that may be used at the discretion of the Contractor, following the policies described below, to purchase goods or services directly related to the service needs of the Contractor's clients, when no other funding source is available. Such goods or services must be reasonable and necessary to meet a client's emergent service needs or contribute to the stabilization or self-sufficiency of the client.

Allowable Costs

Allowable uses of client-specific expenditures of flex funds include the following:
- Clothing
- Food
- Housing/rental assistance
- Bus passes or taxi fare
- Car repairs
- Driver's license or ID card fees
- Educational or training program registration fees
- Household supplies, including furniture
- Medications
- Health care
- Other, as approved by Whatcom County

Limitations

Flex fund expenditures must be within the allowable criteria established by the County, as identified above, must be based upon the service needs as documented in the client's individual service plan, and must have no other funding available from any other source.

Flex funds distributed to any one client cannot exceed $500 per year, except with written authorization from the County. No flex fund disbursements are to be made directly to the client but rather will be made on behalf of a client.

Documentation

Requests for reimbursement of flex funds must include the attached form including the following:
- The person or organization funds were paid to.
- Date of transaction.
- A list of the goods and/or services purchased.
- The cost of the goods and/or services purchased.
- The initials of the client and/or unique identifying number of the client for whom the goods and/or services were purchased.
- The total amount of flex funds distributed to the client during the year.
- The service need addressed by the expenditure.
- Accompanying invoices and/or receipts.
- Evidence of administrative review of expenditures

See Attached Form
# Whatcom County Health Department Flex Fund Documentation

<table>
<thead>
<tr>
<th>Paid To *</th>
<th>Date</th>
<th>Cost</th>
<th>Goods/Services Purchased</th>
<th>Client ID</th>
<th>Total $ To Client this Year</th>
<th>Service Need</th>
<th>No Other Funding Available</th>
<th>Administrative Review</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

* ATTACH RECEIPTS FOR EACH PURCHASE
EXHIBIT "F"
(TYPES OF INCOME TO COUNT AND CALCULATING ADJUSTED INCOME)

Annual income is made up of the types of household income that are:

- Included in the definition ("inclusions"), and
- Excluded from the definition ("exclusions").

The table below shows income inclusions and exclusions.

**Inclusions**

<table>
<thead>
<tr>
<th>General Category</th>
<th>Amounts Anticipated to be Received During the Coming 12 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Income from wages, salaries, tips, etc.</td>
<td>The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.</td>
</tr>
<tr>
<td>2. Business Income</td>
<td>The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household.</td>
</tr>
<tr>
<td>3. Interest, Dividend Income &amp; Income from Assets</td>
<td>Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the household. Where the household has net household assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.</td>
</tr>
<tr>
<td>4. Retirement &amp; Insurance Income</td>
<td>The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in number 14 of Discretionary Items).</td>
</tr>
<tr>
<td>5. Unemployment &amp; Disability Income</td>
<td>Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 3 of Discretionary Items of Income Exclusions).</td>
</tr>
<tr>
<td>General Category</td>
<td>Amounts Anticipated to be Received During the Coming 12 Months</td>
</tr>
<tr>
<td>------------------</td>
<td>-------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| 6. Welfare Assistance | Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income:  
- Qualify as assistance under the TANF program definitions at 45 CFR 260.31; and  
- Are otherwise excluded from the calculation of annual income. |
| 7. Periodic and Determinable Allowances & Gift Income | Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. |
| 8. Armed Forces Income | All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions). |

**Exclusions**

<table>
<thead>
<tr>
<th>General Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Income of Children</td>
<td>Income from employment of children (including foster children) under the age of 18 years.</td>
</tr>
<tr>
<td>2. Foster Care Payments</td>
<td>Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).</td>
</tr>
<tr>
<td>3. Inheritance and Insurance Income</td>
<td>Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).</td>
</tr>
<tr>
<td>4. Medical Expense Reimbursements</td>
<td>Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.</td>
</tr>
<tr>
<td>5. Income of Live-In Aides</td>
<td>Income of a live-in aide (as defined in 24 CFR 5.403).</td>
</tr>
<tr>
<td>6. Disabled Persons</td>
<td>Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)).</td>
</tr>
<tr>
<td>7. Student Financial Aid</td>
<td>The full amount of student financial assistance paid directly to the student or to the educational institution for tuition and books.</td>
</tr>
<tr>
<td>8. Armed Forces Hostile Fire Pay</td>
<td>The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.</td>
</tr>
</tbody>
</table>
| 9. Self-Sufficiency Program Income | a. Amounts received under training programs funded by HUD.  
b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).  
c. Amounts received by a participant in other publicly-assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.  
d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for a Public Housing Authority (PHA) or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to,
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Gifts</td>
<td>Temporary, nonrecurring, or sporadic income (including gifts).</td>
</tr>
<tr>
<td>11. Reparations</td>
<td>Reparation payments paid by a foreign government pursuant to claims files under the laws of that government by persons who were persecuted during the Nazi era.</td>
</tr>
<tr>
<td>12. Income from Full-time Students</td>
<td>Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household or spouse).</td>
</tr>
<tr>
<td>13. Adoption Assistance Payments</td>
<td>Adoption assistance payments in excess of $480 per adopted child.</td>
</tr>
<tr>
<td>14. Social Security &amp; SSI Income</td>
<td>Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.</td>
</tr>
<tr>
<td>15. Property Tax</td>
<td>Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.</td>
</tr>
<tr>
<td>16. Home Care Assistance</td>
<td>Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.</td>
</tr>
</tbody>
</table>
| 17. Other Federal Exclusions | Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits, including:  
  - The value of the allotment made under the Food Stamp Act of 1977;  
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps);  
  - Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;  
  - Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, seniors companions);  
  - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;  
  - Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student... |
assistance programs;

- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- Payments received under the Alaskan Native Claims Settlement Act;
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians;
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands;
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aids, Older American Community Service Employment Program);
- Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y);
- Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Any allowance paid under the provisions of 38 U.S. C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.

Treatment of Assets: What to Include

In general terms, an asset is cash or no cash item that can be converted to cash. Note that when assets are included in the calculation of annual income, it is the income earned from the asset – not the value of the asset – that is counted.

Inclusions
1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average six-month balance.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family’s primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit, and money market accounts.
5. Individual retirement and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim’s restitution, insurance settlements, and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual’s name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e. where there is no cash value).
7. Assets that are part of an active business. “Business” does not include rental of properties that are held as an investment and not a main occupation.

CALCULATING ADJUSTED INCOME

Adjusted income is used to determine total tenant payment (TTP), which is a measure of a household’s ability to pay housing costs. It is derived by subtracting any of four deductions (or allowances) that apply to the household from the household’s annual (gross) income.

Allowable Deductions

Elderly or Disabled Household Deduction: A household that meets the elderly or disabled definition is entitled to a deduction of $400 per household. An elderly household is any household in which the head, spouse, or sole member is 62 years of age or older; two or more persons who are at least 62 years of age live together; or one or more persons who are at least 62 years of age live with one or more live-in aides. A disabled household is one in which the head, spouse, or sole member is a person with disabilities. Two or more persons with disabilities living together and one or more persons with disabilities living with one or more live-in aides also qualify as disabled households.

Dependent Deduction: Deduct $480 from annual income for each household dependent. A dependent is any household member who is not the head, co-head, or spouse, but is under the age of 18 years or disabled (of any age).
or a full-time student (of any age). The household member must qualify for the deduction at the time the income
certification is made.

Child Care Expenses Deduction: Deduct reasonable child care expenses (anticipated to be incurred during the coming
year) for the care of a child age 12 or under if the childcare (1) enables the participant to seek or become employed, or
further his/her education and (2) expenses are not reimbursed.

Medical Expenses Deduction: Deduct medical expenses (anticipated to be incurred during the coming year and are not
covered by insurance) that are in excess of three percent of annual income. Medical expenses can include such items as:
- Services of a physician or other health care professional.
- Services of a hospital or other health care facility.
- Medical insurance premiums.
- Prescription and nonprescription medicines.
- Dental expenses.
- Eyeglasses and eye examinations.
- Medical or health products or apparatus (e.g., hearing aids or batteries).
- Live-in or periodic medical care assistance (e.g., visiting nurses or care attendants).
- Periodic payments on accumulated medical bills.

The medical expenses allowance is the amount by which total medical expenses exceed 3% of annual income.

For example, a youth has an anticipated annual income of $10,000 and anticipated medical expenses of $3,000 (not
covered by insurance). The calculation for the medical expense deduction would be:

<table>
<thead>
<tr>
<th>Total medical expenses</th>
<th>$3000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less 3% of annual income</td>
<td>_300</td>
</tr>
<tr>
<td>Medical expense deduction</td>
<td>$2,700</td>
</tr>
</tbody>
</table>
TITLE OF DOCUMENT: Housing Case Management Services contract with Opportunity Council.

ATTACHMENTS:
1. Executive memo
2. Info Sheet
3. Two copies of contract

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 2016 annual Point in Time count showed that 719 persons were homeless in Whatcom County. The purpose of this contract is to provide housing case management and supportive services to individuals and households who are homeless, or at risk of homelessness.

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.
Enclosed are two (2) originals of a contract between Whatcom County and Opportunity Council for your review and signature.

- **Background and Purpose**
  The 2016 annual Point in Time count showed that 719 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of this contract is to provide housing case management for individuals and families experiencing homelessness or at risk of homelessness. Case managers will provide assistance to access housing, improve housing stability, and reduce homelessness, through joint efforts between the WHSC and Community Services division of the Opportunity Council. Specifically, case management services will be provided in the areas of homeless prevention and diversion, short-term housing, permanent supportive housing, rapid rehousing, and management of the housing interest pool.

- **Funding Amount and Source**
  This contract is funded by the Consolidated Homeless Grant and federal Emergency Solutions Grant from the Washington Department of Commerce, local Chemical Dependency/Mental Health Program Fund, and local document recording fees in an amount not to exceed $355,500. Council approval is required because the contract value exceeds $40,000. An agenda bill is attached.

- **Differences from Previous Contract**
  This is a new contract; however the Opportunity Council has provided similar services under a previous contract. This contract requires the contractor to achieve specific outcomes that are directly related to the Whatcom County Housing Plan.

Please contact Barbara Johnson-Vinna at extension 6046, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**Summary of Scope:** The 2016 annual Point in Time count showed that 719 persons were homeless in Whatcom County. The purpose of this contract is to provide housing case management and supportive services to individuals and households who are homeless, or at risk of homelessness.
CONTRACT FOR SERVICES AGREEMENT
Housing Case Management Services

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

General Conditions, pp. 3 to 10.
Exhibit A (Scope of Work), pp. 11 to 15.
Exhibit B (Compensation), pp. 16 to 17.
Exhibit C (Certificate of Insurance), p. 18.
Exhibit D (E-Verify Declaration), p. 19.
Exhibit E (Flex Fund Guidelines), p. 20.
Exhibit F (Certification Regarding Lobbying), p. 21.
Exhibit G (Special Terms and Conditions for Commerce Grants), pp. 22 to 25.

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, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2017.

The general purpose or objective of this Agreement is to provide housing case management 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 $355,500. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 31.2, 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:

Opportunity Council

Greg Winter, Executive Director

STATE OF WASHINGTON

) ss.

COUNTY OF WHATCOM

On this ___ day of ___, 2016, before me personally appeared ___ Greg Winter ___ to me known to be the ___ Executive Director ___ (title) of ___ Opportunity Council ___ (Company) and who executed the above instrument and who acknowledged it as the act of signing and sealing thereof.

[Signature]

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

My commission expires ___.

[Signature]

[Stamp]

HL_010117_Opportunity_Council_Housing_Case_Management_Service
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date
11/10/16

Regina Alhahm, Director Date
11/14/16

Approved as to form:

Royce Buckingham, Deputy Prosecuting Attorney Date
11/18/16

Approved:
Accepted for Whatcom County:

By: ________________________________
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 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:

Opportunity Council
Greg Winter, Executive Director
1111 Cornwall Ave.
Bellingham, WA 98225
(360)734-5121
Greg_Winter@OpCo.org
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. Any 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.
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, labor 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 and overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.
Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

31.2 Patent/Copyright Infringement: Not Applicable

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

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.
34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00
General Liability & Property Damage for bodily injury - $1,000,000.00
Automobile Liability - $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

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

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

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

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

Barbara Johnson-Vinna, Housing Program Specialist
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
(360) 778-6046
BJohnson@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.

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

38.2 CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION-PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

4. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated in cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Contract, the Grantee shall attach an explanation to this Contract.

C. The Grantee agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

a) The lower tier Grantee certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the lower tier Grantee is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

38.3 **E-Verify:**
The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and sub contracts for $25,000 or more if the primary contract is for $100,000 or more. Contractor represented and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and Ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also
be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit. Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

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

40.2 Contractor Commitments, Warranties and Representations: 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, 38.1, 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.
I. **Background**

According to the annual Point in Time Count of homeless persons conducted in January of 2016, at least 719 people in Whatcom County were homeless. Throughout the year, more may face the prospect of losing their homes. The Whatcom County Plan to End Homelessness provides a blueprint for how our community will work together to prevent and end homelessness. The provision of housing assistance and case management services are key strategies of the Plan. Housing case management under WHSC partnership includes both rental subsidy and housing case management components. The WHSC staff determines client eligibility for services and authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals for case management to partner agencies, and coordinates required data collection efforts. Through this contract, Opportunity Council will serve as one of the Whatcom Homeless Service Center (WHSC) partner agencies providing Housing Interest Pool case management and other housing case management services.

The purpose of this contract is to provide case management for individuals and families experiencing homelessness or at risk of homelessness in order to improve housing stability and reduce homelessness in Whatcom County.

II. **Definitions**

<table>
<thead>
<tr>
<th>Housing Interest Pool (HIP)</th>
<th>Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Supportive Housing Population</td>
<td>Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management.</td>
</tr>
<tr>
<td>HMIS</td>
<td>Washington’s Homeless Management Information Services, a data base.</td>
</tr>
<tr>
<td>Targeted Prevention</td>
<td>Targeting homelessness prevention resources to households most likely to become homeless if not for assistance. Individuals or households who are at immediate risk of eviction and homelessness may receive financial assistance and are eligible for housing case management services as needed.</td>
</tr>
<tr>
<td>TANF Program</td>
<td>The Temporary Assistance to Needy Families program provides temporary cash, medical help, and employment assistance to families with children in need. Eligibility is based on family size and income and is established by DSHS. Specific housing assistance funds are available to TANF families.</td>
</tr>
<tr>
<td>Whatcom Homeless Service Center (WHSC)</td>
<td>WHSC programs provide (1) centralized coordinated system of access (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom County and according to Washington State Department of Commerce HMIS data collection requirements.</td>
</tr>
</tbody>
</table>
III. Statement of Work

The contractor will provide housing case management services. Housing case management includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include: developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households’ rights are protected; developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance. Housing case management also includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing such as: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

The additional types of housing case management services to be provided include:

Intake services: People who are seeking homeless housing assistance will receive housing intake services to collect client information and assess eligibility for housing programs. Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

Housing Interest Pool (HIP) services: HIP case management services are designed to make persons who are homeless or almost homeless aware of available programs and provide them with a point of access to housing services. HIP case management provides supportive services designed to assist people waiting for housing to be able to move rapidly into permanent housing by helping clients stabilize, identify barriers to housing, and engage in activities required to remove those barriers. HIP case management diverts people from entering the homeless shelter system whenever possible.

Targeted Prevention services: Targeted prevention services include housing case management to assist individuals who are not yet homeless, but are at risk of homelessness. Typically the focus of case management for this population is client education about cleaning and maintenance, tenant responsibilities, money management, communicating with landlords and other residents, and referring clients to supportive services in the community. Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

IV. Program Outcomes

During this contract period, the housing case management services provided by the Contractor will deliver the following outcomes:

1. At any point in time 75 households will receive Housing Interest Pool case management services.

2. 150 households who receive homeless prevention case management services will be directly placed into housing. 40 households who receive homeless prevention case management will be diverted to permanent housing with only move-in assistance.
3. 200 households will receive targeted prevention case management services. Ongoing housing case management and rental subsidies may be required with these households to ensure permanent housing retention.

4. At least 90% of households assisted with targeted prevention services will retain their existing housing for at least three months after exiting case management services.

5. Forty-five (45) households will receive short-term housing case management services either in a motel or other designated short term housing unit as they await permanent housing to become available.

6. At least 15 (15) of Whatcom County’s homeless TANF households will be stably housed after receiving case management services.

7. At least 80% of TANF households who obtained housing will remain stably housed 6 months after exiting case management services.

8. At least twenty (20) households from the Permanent Supportive Housing population will be stably housed after receiving case management services.

9. At least 18 households from the Permanent Supportive Housing population will remain stably housed 6 months.

10. The contractor will strive to rapidly rehouse clients (outcome 6 & 8); with the goal of most finding permanent housing within 30 days from enrollment in case management.

V. Additional Requirements

The contractor will:

1. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must be inputted into HMIS include (but are not limited to) financial services—including deposits, rental payments, and completed home visits.

2. Comply with the following HIP Referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program – a situation that should be rare - the following procedure must be followed:
   a. Contractor will submit a written description of the situation that justifies returning the client to the HIP, and
   b. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HIP case management services coordinator (or designee).
   c. The course of action mutually agreed to at the case conference will be recorded in writing, constituting a binding agreement.
   d. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.
3. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
   a. Informing clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system.
   b. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons.
   c. Informing clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system.
   d. Informing prospective tenants what they need to do to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing.
   e. In scattered site, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide Case managers free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated whenever requested.
   f. Document in each client file that these expectations were communicated to the client/tenant.

4. Requiring professional development training for direct service staff and supervisors.

5. Attending Whatcom County Coalition to End Homelessness meetings and sponsored activities.

6. Attending meetings and events coordinated by WHSC.

7. Complying with the State of Washington, Department of Commerce Consolidated Homeless Grant Guidelines including periodic updates which can be located at http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/ConsolidatedStateHomelessGrantProgram.aspx

VI. Reporting Requirements

The contractor shall submit quarterly reports utilizing HMIS data in a format approved by the County showing the contractor's progress toward achieving the outcomes identified above. Quarterly reports are due on April 10, July 10, October 10, January 10.

1. # households on the HIP as of the last day of the quarter
2. # of HIP clients who were housed directly from the HIP
3. # of clients who received targeted prevention case management services this quarter and contract to date
4. # of clients who received short term housing assistance this quarter and contract to date
5. # of Permanent Supportive Housing population stably housed this quarter and contract to date
6. # TANF stably housed this quarter and contract to date
7. For those housed this quarter (#5, and #6) number of days from enrollment in case management to obtaining housing
8. Average number of days from enrollment in case management to obtaining permanent housing
9. # TANF families stably housed 6 months after exiting case management services
10. # Permanent Supportive Housing population stably housed 6 months after obtaining housing
EXHIBIT "B"
(COMPENSATION)

I. **Source of Funding:** The source of funding for this contract, in the amount not to exceed $355,500, is local document recording fees, the Consolidated Homeless Grant and Emergency Solutions Grant from the Washington Department of Commerce, and the Chemical Dependency/Mental Health Program Fund. This contract includes a federal award of $21,500.CFDA Number 14.231. Contractor is required to follow the 2CFR 200 Uniform Guidance.

II. **Allowable Cost Budget**

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Documents Required Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel-(Salary, Taxes and benefits) - Housing Case Mgr, Case Mgmt Svcs Coordinator, Homeless Housing Programs Manager, Info &amp; Referral Specialist</td>
<td>Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.</td>
<td>$297,284</td>
</tr>
<tr>
<td>Communications – does not include system upgrades or capital costs</td>
<td>GL detail</td>
<td>$1,700</td>
</tr>
<tr>
<td>Printing &amp; Duplicating</td>
<td>GL detail</td>
<td>$4,300</td>
</tr>
<tr>
<td>Occupancy</td>
<td>GL detail</td>
<td>$7,700</td>
</tr>
<tr>
<td>Mileage</td>
<td>Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the federal reimbursement rate (per <a href="http://www.gsa.gov">www.gsa.gov</a>), and a brief description of the purpose of travel.</td>
<td>$4,000</td>
</tr>
<tr>
<td>Travel/Training</td>
<td>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</td>
<td>$2,000</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>GL detail</td>
<td>$600</td>
</tr>
<tr>
<td>Postage</td>
<td>GL detail</td>
<td>$250</td>
</tr>
<tr>
<td>Flex Funds</td>
<td>Flex Fund Spreadsheet plus copies of receipts</td>
<td>$1,000</td>
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<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td><strong>$318,834</strong></td>
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<tr>
<td>Indirect Costs</td>
<td>11.5%</td>
<td>$36,666</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$355,500</strong></td>
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</tbody>
</table>

Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Indirect Costs shall not exceed 11.5%.
III. Invoicing

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

2. The Contractor shall submit invoices to:

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

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

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

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

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

| PRODUCER | Bellingham, WA-Hub International Northwest  
110 Unity St. 
Bellingham WA 98225 |
| CONTACT NAME: | |
| PHONE | 360-647-9000 |
| FAX | 360-734-8496 |
| E-MAIL ADDRESS | now.unityinfo@hubinternational.com |

| INSURED | The Opportunity Council  
1111 Cornwall Ave Ste C 
Bellingham WA 98225-5039 |

| INSURER(S) AFFORDING COVERAGE |
| INSURER A: Philadelphia Indemnity Insurance Co |
| NAIC #: 18058 |
| INSURER B: Hamilton Specialty Insurance Company |
| NAIC #: 13551 |

| COVERAGE NUMBER: 2085228543 |

| COVERAGES | CERTIFICATE NUMBER: 2085228543 |

| REVISION NUMBER: |

| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

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<thead>
<tr>
<th>NSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADJACENCY</th>
<th>WD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td></td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
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<td>GENERAL AGGREGATE LIMIT APPLIES PER:</td>
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<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO</td>
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<td>ALL OWNED AUTOS</td>
<td>SCHEDULED AUTOS</td>
<td>NON-OWNED AUTOS</td>
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<td>HIRED AUTOS</td>
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<td>C</td>
<td>UMBRELLA LIABILITY</td>
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<td>OCCUR</td>
<td>CLAIMS-MADE</td>
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<td>EXCESS LIABILITY</td>
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<tr>
<td></td>
<td>DEP</td>
<td>RETENTION $10,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>D</td>
<td>WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY</td>
<td>Y/N</td>
<td>N/A</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)</td>
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<td></td>
<td>IF YES, describe under DESCRIPTION OF OPERATIONS below</td>
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<td></td>
<td>PER STATUTE</td>
<td>OTH-ER</td>
<td>STOP GAP</td>
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</tr>
</tbody>
</table>

| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) |

Per policy forms and conditions: General Liability Deluxe Endorsement Human Services form PI-GLD-HS (10/11); Primary and Non-Contributory Additional Insured per written contract endorsement CG 20 26 07 04; Commercial Automobile Elite Endorsement form PI-CAR-003 (09/15).

Regarding contract for services for the Whatcom County Homeless Service Center.

CERTIFICATE HOLDER

Whatcom County Health Department  
509 Girard St  
Bellingham WA 98225

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE**

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) or Organization(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>blanket per written contract</td>
</tr>
</tbody>
</table>

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.

Section IV Commercial General Liability Conditions, 4. Other Insurance, a. Primary Insurance is with replaced with the following for this Additional Insured only:

This insurance is primary except when it is excess as provided under part b., below. When this insurance is primary, we will not seek contribution from other insurance available to the person or organization shown in the schedule of this endorsement, except for the gross negligence and/or willful or wanton misconduct of the person or organization shown in the schedule of this endorsement.

All other terms and conditions remain the same.

CG 20 26 07 04
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<table>
<thead>
<tr>
<th>Coverage Applicable</th>
<th>Limit of Insurance</th>
<th>Page #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who is An Insured</td>
<td>Included</td>
<td>2</td>
</tr>
<tr>
<td>Board Members</td>
<td>Included</td>
<td>2</td>
</tr>
<tr>
<td>Newly Acquired Entities</td>
<td>Included</td>
<td>2</td>
</tr>
<tr>
<td>Designated Insured</td>
<td>Included</td>
<td>2</td>
</tr>
<tr>
<td>Lessor of Leased Autos</td>
<td>Included</td>
<td>2</td>
</tr>
<tr>
<td>Cost of Bail Bonds</td>
<td>$5,000</td>
<td>2</td>
</tr>
<tr>
<td>Reasonable Expenses – Loss of Earnings</td>
<td>$500 per day</td>
<td>2</td>
</tr>
<tr>
<td>Fellow Employee Coverage</td>
<td>Amended</td>
<td>3</td>
</tr>
<tr>
<td>Towing</td>
<td>$100 per disablement</td>
<td>3</td>
</tr>
<tr>
<td>Glass Breakage (Windshields and Windows)</td>
<td>No deductible applies</td>
<td>3</td>
</tr>
<tr>
<td>Transportation Expenses</td>
<td>$100 per day / $3,000 maximum</td>
<td>3</td>
</tr>
<tr>
<td>Hired Auto Physical Damage – Loss of Use</td>
<td>$100 per day / $1,000 maximum</td>
<td>3</td>
</tr>
<tr>
<td>Hired Auto Physical Damage</td>
<td>ACV or repair or replacement of the vehicle whichever is less</td>
<td>4</td>
</tr>
<tr>
<td>Personal Effects</td>
<td>$500</td>
<td>4</td>
</tr>
<tr>
<td>Rental Reimbursement</td>
<td>$100 per day / 30 days</td>
<td>4</td>
</tr>
<tr>
<td>Accidental Discharge – Air Bag</td>
<td>Amended</td>
<td>4</td>
</tr>
<tr>
<td>Electronic Equipment</td>
<td>$1000</td>
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<tr>
<td>Original Equipment Manufacturer Parts</td>
<td>Included</td>
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</tr>
<tr>
<td>Replacement</td>
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<td></td>
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<tr>
<td>Auto Loan / Lease Gap Coverage</td>
<td>Amended</td>
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</tr>
<tr>
<td>One Comprehensive Coverage Deductible Per Occurrence</td>
<td>Amended</td>
<td>6</td>
</tr>
<tr>
<td>Notice of and Knowledge of Occurrence</td>
<td>Amended</td>
<td>7</td>
</tr>
<tr>
<td>Blanket Waiver of Subrogation</td>
<td>Amended (as required by written contract)</td>
<td>7</td>
</tr>
<tr>
<td>Unintentional Errors or Omissions</td>
<td>Amended</td>
<td>7</td>
</tr>
<tr>
<td>Mental Anguish – Bodily Injury Redefined</td>
<td>Amended</td>
<td>7</td>
</tr>
</tbody>
</table>

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.
I. LIABILITY COVERAGE EXTENSIONS

A. Who is An Insured

SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

1. Board Members – Board members (or their spouses) while renting a vehicle while on business for the named insured.

2. Newly Acquired Entities – Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following the acquisition or the formation of the business entity.

3. Designated Insured – Any person or organization designated by the "insured" is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in SECTION II of the Coverage Form.

4. Lessor of Leased Autos – The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

   a. You;

   b. Any of your "employees" or agents; or

   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

Any "leased auto" in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

B. Cost of Bail Bonds

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (2) is deleted in its entirety and replaced with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

C. Reasonable Expenses

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (4) is deleted in its entirety and replaced with the following:
(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is deleted in its entirety and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to any manager or officer of your company.

II. PHYSICAL DAMAGE COVERAGE EXTENSIONS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing is deleted in its entirety and replaced with the following:

2. Towing

We will pay up to $100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

B. Glass Breakage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles is amended by adding the following:

No deductible applies to "loss" to glass used in the windshield or windows.

C. Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to $100 per day to a maximum of $3,000 for temporary transportation expenses incurred by you because of a "loss" to a covered "auto." We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the "loss" and ending, regardless of the policy’s expiration, when the covered "auto" is returned to use or we pay for its "loss."

D. Hired Auto Physical Damage – Loss of Use

The last sentence of SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is deleted in its entirety and replaced with the following:

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $1,000.
E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Hired Auto Physical Damage

Any "auto" you lease, hire, rent or borrow from someone other than your "employees" or partners, or members of their household is a covered "auto" for each of your physical damage coverages.

The most we will pay for any "loss" in any one "accident" is the ACV or the cost for repair or replacement of the vehicle, whichever is less.

For each covered "auto" our obligation to pay will be reduced by a deductible of $500 for Comprehensive Coverage and $1000 for Collision Coverage.

F. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Personal Effects Coverage

We will pay up to $500 for "loss" to personal effects, which are:

1. Owned by an "insured"; and

2. In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Rental Reimbursement Coverage

We will pay up to $100 per day, for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto."

We will also pay up to $300 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."

If "loss" results from the total theft of a covered "auto," we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Item III. C. Transportation Expenses of this endorsement.

H. Accidental Discharge – Airbag Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 3. is amended by adding the following exception:
This exclusion does not apply to the accidental discharge of an airbag. This coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

I. Electronic Equipment Coverage

The following supersedes anything to the contrary in SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 4.

Exclusions 4.c. and 4.d. do not apply to:

Any risk management or monitoring equipment and electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto"s" electrical system, in or upon the covered "auto."

The most we will pay for all "loss" to risk management or monitoring equipment, audio, visual or data electronic equipment that is not designed solely for the reproduction of sound and any accessories used with this equipment as a result of any one "accident" is the least of:

a. The actual cash value of the damaged or stolen property at the time of the "loss";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $1,000.

This coverage will not apply if there is other insurance provided by this policy for the above-described electronic equipment. We will, however, pay any deductible, up to $500, that is applicable under the provisions of the other insurance.

J. Original Equipment Manufacturer (OEM) Parts Replacement

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance, Paragraph 1. is amended to include:

However, if the covered “auto” has less than 20,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

K. Auto Loan / Lease Gap Protection

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended to include the following:

4. In the event of "loss" to a covered “auto” that is loaned or leased to an "insured":

a. The most we will pay for "loss" in any one "accident" is the lesser of:
(1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like, kind and quality.

b. Our Limit of Insurance for "total loss" will be the greater of:

(1) The balance due under the terms of the lease or loan, to which your "auto" is subject but not including:

(a) Past due payments;

(b) Financial penalties imposed under the lease;

(c) Security deposits not refunded;

(d) Costs for extended warranties or insurance; or

(e) Final payment due under a "balloon loan"; or

(2) Actual cash value of the stolen or damaged property.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

c. Additional Definitions

(1) "Total loss" for the purpose of this coverage, means a loss in which the estimated cost of repairs, plus the salvage value, exceeds the actual cash value.

(2) "Balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

d. Additional Conditions

This coverage will apply only to the original lease or loan written on your covered "auto." In order for this coverage to apply, leased "autos" must be leased or rented to you under a leasing or rental agreement, for a period of not less than six months, which requires you to provide direct primary insurance for the benefit of the lessor.

L. One Comprehensive Coverage Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.
III. BUSINESS AUTO CONDITIONS

A. Notice and Knowledge of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph a. is deleted in its entirety and replaced with the following:

a. In the event of "accident," claim, "suit" or "loss," you must give us, or our authorized representative, prompt notice of the "accident" or "loss." Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

B. Blanket Waiver Of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

C. Unintentional Errors or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

IV. DEFINITIONS

A. Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

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<td>Damage to Property You Own, Rent, or Occupy</td>
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<td>Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)</td>
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<tr>
<td>Additional Insured – Home Care Providers</td>
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<td>Additional Insured – Managers, Landlords, or Lessors of Premises</td>
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<td>Additional Insured – Lessee of Leased Equipment</td>
<td>Included</td>
<td>7</td>
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<td>Included</td>
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<td>Additional Insured – Vendor</td>
<td>Included</td>
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<td>Additional Insured – Franchisor</td>
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<td>Additional Insured – When Required by Contract</td>
<td>Included</td>
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<tr>
<td>Additional Insured – Owners, Lessees, or Contractors</td>
<td>Included</td>
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</tr>
<tr>
<td>Additional Insured – State or Political Subdivisions</td>
<td>Included</td>
<td>10</td>
</tr>
</tbody>
</table>
A. Extended Property Damage

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and 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.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph j. (1) is deleted in its entirety and replaced by the following:

(1) You own or rent or occupy:

(a) Property damage to property you own or rent or occupy;

(b) Property damage to property you rent or occupy; and

(c) Property damage to property you own or rent or occupy on a lease or rental basis.

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.
LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $50,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in.

   a. The last paragraph of SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, is deleted in its entirety and replaced by the following:

   Exclusions c through n do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

   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 any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

   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 protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (iii) is deleted in its entirety and replaced by the following:

   That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate “violation(s)” by any insured.

b. Criminal Acts

Any “violation” which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”

b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.

c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.
G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
   
a. $20,000; or
   
b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:**
   
   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

**SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:**

   e. Athletic Activities

   To a person injured while taking part in athletics.

I. Supplementary Payments

**SECTION I – COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:**

1. **b. is deleted in its entirety and replaced by the following:**

1. **b. Up to $5000 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.**

1. **d. is deleted in its entirety and replaced by the following:**

1. **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 $1,000 a day because of time off from work.**

J. Employee Indemnification Defense Coverage

**SECTION I – COVERAGE, SUPPLEMENTARY PAYMENTS – COVERAGE A AND B the following is added:**

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”
K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this
Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or
organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f), or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor — Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract — Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

l. Owners, Lessees or Contractors — Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

2. This insurance does not apply to:

   a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. **Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2, is amended as follows:

a. is amended to include:

   This condition applies only when the "occurrence" or offense is known to:

   1. You, if you are an individual;

   2. A partner, if you are a partnership; or

   3. An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

   This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

   1. You, if you are an individual;

   2. A partner, if you are a partnership; or

   3. An executive officer or insurance manager, if you are a corporation.

N. **Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. **Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**

Page 10 of 12
Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company
Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS. Paragraph 14 b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS. Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.
Firm Name: __Opportunity Council__

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: __11/9/16__

SIGNATURE: __[Signature]__

PRINTED NAME: __Greg Winter  EXECUTIVE DIRECTOR__
ATTACHMENT "E"
(WHATCOM COUNTY FLEX FUNDS GUIDELINES)

"Flex Funds" are funds that may be used at the discretion of the Contractor, following the policies described below, to purchase goods or services directly related to the service needs of the Contractor's clients, when no other funding source is available. Such goods or services must be reasonable and necessary to meet a client's emergent service needs or contribute to the stabilization or self-sufficiency of the client.

Allowable Costs

Allowable uses of client-specific expenditures of flex funds include the following:

- Clothing
- Food
- Housing/rental assistance
- Bus passes or taxi fare
- Car repairs
- Driver's license or ID card fees
- Educational or training program registration fees
- Household supplies, including furniture
- Medications
- Health care
- Other, as approved by Whatcom County

Limitations

Flex fund expenditures must be within the allowable criteria established by the County, as identified above, must be based upon the service needs as documented in the client's individual service plan, and must have no other funding available from any other source.

Flex funds distributed to any one client cannot exceed $500 per year, except with written authorization from the County. No flex fund disbursements are to be made directly to the client but rather will be made on behalf of a client.

Documentation

Requests for reimbursement of flex funds must include the attached form including the following:

- The person or organization funds were paid to.
- Date of transaction.
- A list of the goods and/or services purchased.
- The cost of the goods and/or services purchased.
- The initials of the client and/or unique identifying number of the client for whom the goods and/or services were purchased.
- The total amount of flex funds distributed to the client during the year.
- The service need addressed by the expenditure.
- Accompanying invoices and/or receipts.
- Evidence of administrative review of expenditures

See Attached Form

HL_010117_Oppportunity_Council_Housing_Case_Management_Service
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* ATTACH RECEIPTS FOR EACH PURCHASE
EXHIBIT "F"
(CERTIFICATION REGARDING LOBBYING)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION

Opportunity Council

SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]

Greg Winter, Executive Director

[Date] 1/9/16
EXHIBIT “G”
(SPECIAL TERMS AND CONDITIONS FOR COMMERCE GRANTS)

The funds allocated for services performed under this contract are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. Commerce and the State of Washington are not liable for claims or damages arising from the Contractor’s performance of this sub-grant.

1. **ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee’s reports, including computer models and the methodology for those models.

2. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35**

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

3. **ACKNOWLEDGEMENT OF FEDERAL FUNDING**

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. E13-DC-53-0001 awarded by the Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

4. **AUDIT**

   A. **General Requirements**

   Grantee’s are to procure audit services based on the following guidelines.

   The Grantee shall maintain its records and accounts so as to facilitate audits and shall ensure that Sub-grantees also maintain auditable records.

   The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Sub-grantees.

   COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

   Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

   B. **State Funds Requirements**
In the event an audit is required, if the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

The Grantee shall include the above audit requirements in any sub-grants.

In any case, the Grantee's records must be available for review by COMMERCE.

C. Federal Funds Requirements- OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Non-profit and governmental Grantees expending $500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Grantee to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance must also be included. Both schedules include:

Grantor agency name Federal agency Federal program name
Other identifying contract numbers
Catalog of Federal Domestic Assistance (CFDA) number (if applicable) Grantor contract number
Total award amount including amendments (total grant award) Current year expenditures

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Grantee shall include the above audit requirements in any SUBGRANTS/subcontracts. In any case, the Grantee's financial records must be available for review by COMMERCE.

5. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that confidential information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the
changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

7. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant.

COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

8. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (1).
B. Boards of directors or officers of non-profit corporations — Liability - Limitations, RCW 4.24.264.
C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
D. Discrimination-human rights commission, Chapter 49.60 RCW.
E. Ethics in public service, Chapter 42.52 RCW.
F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
G. Open public meetings act, Chapter 42.30 RCW.
H. Public records act, Chapter 42.56 RCW.
I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

9. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Grants with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

10. **POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

11. **PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

12. **RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. **REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

14. **RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.
TITLE OF DOCUMENT: Contract with Opportunity Council for operation of the Whatcom Homeless Service Center

ATTACHMENTS:
1. Info Sheet
2. Executive Memo
3. Two copies of Contract

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 purpose of this contract is to continue the operation of the Whatcom Homeless Service Center. WHSC programs include both rental subsidy and housing case management components. WHSC staff members manage the housing interest pool and authorize and distribute rent subsidies to local landlords on behalf of participating clients. The WHSC makes referrals to partner agencies for housing case management services, manages the Homeless Management Information Services (HMIS) data collection and reporting requirements, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders.

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
FROM: Regina A. Delahunt
RE: Opportunity Council, Homeless Service Center Operations Contract
DATE: November 18, 2016

Enclosed are two (2) originals of a contract between Whatcom County and the Opportunity Council for your review and signature.

- **Background and Purpose**
  The purpose of this contract is to continue the operation of the Whatcom Homeless Service Center. WHSC programs include both rental subsidy and housing case management components. WHSC staff members manage the housing interest pool and authorize and distribute rent subsidies to local landlords on behalf of participating clients. The WHSC makes referrals to partner agencies for housing case management services, manages the Homeless Management Information Services (HMIS) data collection and reporting requirements, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders.

- **Funding Amount and Source**
  The source of funding for this contract, in an amount not to exceed $474,203 is County document recording fees, Veterans Assistance funds, Department of Commerce Consolidated Homeless and Emergency Solution Grants, Mental Health Millage, Chemical Dependency/Mental Health Program Fund, and from the North Sound Behavioral Health Administration. These funds are included in the 2017 County budget. Council approval is required because the contract exceeds $40,000. An agenda bill is attached.

- **Differences from Previous Contract**
  This is a new contract. However, the Opportunity Council has been providing these services through County contract since 2008.

Please contact Barbara Johnson-Vinna at extension 6046, if you have any questions or concerns regarding the terms of this agreement.

Encl.
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</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Barbara Johnson-Vinna</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Opportunity Council</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 ☒ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: |

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#: 14.231 |

Is this contract grant funded? Yes ☒ No ☐ If yes, Whatcom County grant contract number(s): 201310005/201512011/201604018 |

Is this contract the result of a RFP or Bid process? Yes ☐ No ☒ If yes, RFP and Bid number(s): Contract Cost 1224100/122500/122200/122300/67 Center: 1200/671300/114 |

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.

Contract Amount:(sum of original contract amount and any prior amendments): $ 474,203

This Amendment Amount: $ Total Amended Amount: $ 474,203

Summary of Scope: The Whatcom Homeless Service Center (WHSC) was established in 2008 to serve as a centralized point of entry for homelessness prevention and re-housing services for Whatcom County residents. The WHSC implements programs and services identified in Whatcom County’s Plan to End Homelessness. By serving as a centralized coordinating system of access to homeless services and by transitioning homeless individuals and families as quickly as possible to permanent housing, WHSC will improve outcomes for homeless individuals and families.

Term of Contract: 6 months Expiration Date: 06/30/2017

Contract Routing:
1. Prepared by: pjoncs
   Date: 10/6/16
2. Attorney signoff: rb
   Date: 11/1/16
3. AS Finance reviewed: bbennett
   Date: 10/31/16
4. IT reviewed (if IT related):
   Date: 11/17/16
5. Contractor signed:
   Date: 11/22/16
6. Submitted to Exec.:
7. Council approved (if necessary):
8. Executive signed:
9. Original to Council:
CONTRACT FOR SERVICES AGREEMENT
Operation of the Whatcom Homeless Service Center

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

General Conditions, pp. 3 to 9.
Exhibit A (Scope of Work), pp. 10 to 15.
Exhibit B (Compensation), pp. 16 to 17.
Exhibit C (Certificate of Insurance).
Exhibit D (E-Verify), p. 20.
Exhibit E (Risk Mitigation Fund Requirements), pp. 21 to 22.
Exhibit F (Business Associate Agreement), pp. 23 to 30.
Exhibit H (Special Terms and Conditions for Commerce Grants), pp. 32 to 35.

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, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2017.

The general purpose or objective of this Agreement is to operate the Whatcom Homeless Service Center, 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 $474,203. 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 17th day of November, 2016.

CONTRACTOR:

Opportunity Council

Greg Winter, Executive Director

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 17th day of November, 2018, before me personally appeared Greg Winter to me known to be the Executive Director of Opportunity Council 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 12/11/17.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Division Manager 11/18/16

Regina A. Delehaut, Health Department Director 11/18/16

Approved as to form: 11-21-16

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: ________________________________
    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 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:

Opportunity Council
Greg Winter, Executive Director
1111 Cornwall Ave.
Bellingham, WA 98225
Phone: 360-734-5121 x346
Email: greg_winter@oppc.org
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

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

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worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

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

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

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

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

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

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

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she 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:**
When the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

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 the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

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

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

- Property Damage per occurrence - $500,000
- General Liability & Property Damage for bodily injury - $1,000,000
- Automobile liability - The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- Professional liability, Errors and Omissions Insurance - The contractor shall maintain Professional Liability or Errors and Omissions Insurance. The contractor shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the contractor and licensed staff employed or under contract to the contractor.
- Fidelity Insurance - Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss. The amount of fidelity coverage secured pursuant to this Contract shall be $100,000 or the highest of planned reimbursement for the contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the County as beneficiary.
A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

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

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

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

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

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

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

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Barbara Johnson-Vinna, Housing Program Specialist
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
Phone: 360-778-6046
Email: BJjohnso@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.

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

38.2 CERTIFICATION REGARDING DEBARMENT. SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION-PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

4. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Contract, the Grantee shall attach an explanation to this Contract.

C. The Grantee agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS
a) The lower tier Grantee certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the lower tier Grantee is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

38.3 E-Verify:

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

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

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

40.2 Contractor Commitments, Warranties and Representations: 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)

I. Background

According to the annual Point in Time Count of homeless adults conducted in January 2016, 719 people in Whatcom County were homeless. Throughout the year, hundreds more face the prospect of losing their homes. The Whatcom Homeless Service Center (WHSC) was established in 2008 to serve as a centralized point of entry for homelessness prevention and re-housing services for Whatcom County residents. The WHSC implements programs and services identified in Whatcom County’s Plan to End Homelessness. The WHSC authorizes and coordinates service delivery among partner agencies.

The WHSC is modeled upon evidence-based approaches to homelessness prevention and rapid re-housing. WHSC housing services work to shift the focus from reliance upon emergency shelters and costly institutional facilities in meeting the needs of the homeless to prevention and permanent housing. By serving as a centralized coordinating system of access to homeless services and by transitioning homeless individuals and families as quickly as possible to permanent housing WHSC will improve outcomes for homeless individuals and families and ensure more efficient use of public resources.

WHSC programs include both rental subsidy and housing case management components. WHSC staff manages the Housing Interest Pool list, authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals to partner agencies for housing case management services, manages the Homeless Management Information Services (HMIS) data collection and reporting requirements, cultivates and maintains relationships with local landlords, and serves as liaison for homeless housing activities to the network of service providers and other community stakeholders.

The purpose of this contract is to continue the operation of the WHSC. This contract includes County funded direct homeless housing assistance funds to the Whatcom Homeless Service Center which serves as the central point of distribution to homeless households in Whatcom County.

Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Individuals and households served shall meet the eligibility requirements of the program funding source as further referenced in Section IV. Program Requirements.

II. Definitions

- **Housing Interest Pool**: Quasi wait list that serves clients waiting for housing services on based on their needs and available resources instead of a first come, first served basis.

- **HMIS**: Washington’s Homeless Management Information Services, a data base used by housing service providers to collect and manage data gathered during the course of providing housing assistance to homeless people or to households at risk of losing their housing.

- **Partner Agencies**: Agencies that contract with Whatcom County for the delivery of housing case management services, in connection with the WHSC.

- **Permanent Supportive Housing Population**: Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management.
Targeted Prevention

Targeting homeless prevention resources to households most likely to become homeless if not for assistance. Individuals or households who are at immediate risk of eviction and homelessness may receive financial assistance and are eligible for housing case management services as needed.

TANF Program

The Temporary Assistance to Needy Families program provides temporary cash, medical help, and employment assistance to families with children in need. Eligibility is based on family size and income and is established by DSHS. Specific housing assistance funds are available to TANF families.

Risk Mitigation Fund

A reserve account that will be available to reimburse local landlords who agree to house higher-risk clients for unpaid rent or costs associated with covered damage to rental units.

Whatcom Homeless Service Center (WHSC)

WHSC programs provide (1) centralized coordinated system of access (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom County and according to Washington State Department of Commerce HMIS data collection requirements. WHSC works in conjunction with Partner Agencies to operate all activities necessary to operate as a system.

III. Statement of Work

The contractor will be responsible for programmatic and administrative services associated with the operation of the Whatcom Homeless Service Center. Administrative and programmatic services include all activities necessary to operate the WHSC as set forth in sections A and B below.

A. Administrative Responsibilities

The Contractor will:

1. Provide all Human Resource and administrative services to WHSC employees (e.g., payroll, office supplies and equipment, space rental, IT support, etc.).
2. Perform all disbursement, accounting, financial management, and reporting functions necessary to manage the funds allocated to WHSC operations. Contractor will maintain a strong internal control system over rental subsidy disbursements to assure funds are used as intended by this contract. Contractor will maintain written policies and procedures describing how these transactions are processed.
3. Support WHSC in the management of the HMIS, providing troubleshooting and technical assistance as needed.
4. Maintain all client financial and eligibility documentation as described/referenced in Exhibits F and H.
5. Maintain all financial documentation as required in Exhibits B and H.
6. Ensure that the processes and internal controls are operating as planned and make policy adjustments as needed.
7. Conduct program evaluation as directed by the Whatcom County Health Department to ensure WHSC programs are meeting the Whatcom County Plan to End Homelessness.
8. Send staff to trainings, conferences, and technical assistance events related to carrying out the functions of WHSC and the goals of Whatcom County’s Plan to End Homelessness.

B. Programmatic Services

The Contractor will:

HL_010117_Opportunity_Council_WHSC_Operations 11
1. Manage a coordinated, centralized homeless housing intake system working collaboratively with Opportunity Council's Community Service Department and Northwest Youth Services intake staff.

2. Maintain a Housing Interest Pool, which includes prioritizing households for services according to need and available resources and ensuring a case managed wait list.

3. Determine and document client eligibility for WHSC rent subsidies and case management services based on funding source requirements.

4. Refer eligible clients to partner agencies for housing case management services.


6. Develop the local permanent housing inventory component of the homeless housing system: search out new housing stock, cultivate and maintain relationships with participating landlords; provide housing search assistance to partner agencies as needed; work to create innovative housing models using best and promising practices as identified by the National Alliance to End Homelessness or other nationally recognized homeless housing organization.

7. Administer the Risk Mitigation Fund per conditions set forth in Risk Mitigation Guidelines found in Exhibit E attached.

8. Manage the community-wide HMIS data system in compliance with the standards set forth by the Washington Department of Commerce.

9. Provide guidance to the partner agency staff to ensure effective operations of the WHSC system; keeping partner agencies updated in policies and procedures, HMIS requirements, research and best practices related to homeless housing, specific program requirements, and confidentiality laws.

10. Provide leadership to community stakeholders regarding homeless activities.

11. Compile and keep up to date WHSC Policies and Procedures Manual consistent with State of Washington, Department of Commerce Consolidated Homeless Grant and Emergency Solutions Grant Guidelines.

12. Chair Whatcom County Coalition to End Homelessness meetings and sponsored activities in partnership with Whatcom County Health Department.

IV. Program Requirements

Under the terms of this contract, the contractor will:

1. Comply with the State of Washington, Department of Commerce Consolidated Homeless Grant Guidelines including periodic updates which can be located at http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/ConsolidatedStateHomelessGrantProgram.aspx

2. Comply with State of Washington, Department of Commerce Emergency Solutions Grant Guidelines including periodic updates which can be located at http://www.commerce.wa.gov/Programs/housing/Homeless/Pages/EmergencySolutionsGrants.aspx

3. Comply with eligibility requirements for serving veterans as set forth in Whatcom County Codes 2.150 and 2.152, and RCW 73.08.005 and incorporated into this contract by reference. Contractor shall determine eligibility based on Items A and B of WCC 2.150.025 and shall not have utilization of Item C for determining veteran eligibility.

4. Comply with Special Conditions of Commerce Grants incorporated herein as Exhibit H.

5. Comply with the Business Associate Agreement incorporated herein as Exhibit F.

6. Comply with state and federal confidentiality laws and regulations.
7. Ensure that all costs incurred comply with CHG Guidelines as specified in Section IV.1. above and Exhibit H. In addition, costs incurred for Veteran Rental Assistance will comply with references in Section IV.3. above and costs incurred for ESG Rental Assistance will comply with Section IV.2. above and Exhibit H.

8. Comply with North Sound Behavioral Health Organization (NS BHO) funding requirements when utilizing HARPS Program Assistance as follows:

The contractor shall provide time limited financial assistance to individuals and families who are homeless and in need of short term assistance to either acquire and/or sustain housing. This funding is part of a Division of Behavioral Health and Recovery grant received by NS BHO for housing support services and financial housing assistance. For the purposes of this agreement, the funding is to be used exclusively for financial assistance to individuals and families who are homeless. No administrative costs may be paid out of the HARPS housing allocation.

A. The priority population for the housing assistance is as follows:

1. Individuals who have Behavioral Health disorders (mental health and substance abuse) who meet Access to Care Standards, or
2. Individuals who experience mental health issues and who meet Access to Care Standards, or
3. Individuals who experience substance abuse issues and who do not meet Access to Care Standards.

B. Who are released from:

1. Psychiatric Inpatient settings, or
2. Substance Abuse Treatment Inpatient settings

C. Who are Homeless/At Risk of homelessness:

1. Broad definition of homeless (couch surfing included).

D. Allowable expenses for HARPS funding:

a) Monthly rent and utilities, and any combination of first and last months' rent for up to three (3) months. Rent may only be paid one (1) month at a time, although rental arrears, pro-rated rent, and last month's may be included with the first month's payment.

b) Rental and/or utility arrears for up to three (3) months. Rental and/or utility arrears may be paid if the payment enables the household to remain in the housing unit for which the arrears are being paid or move to another unit.

c) Security deposits and utility deposits for a household moving into a new unit.

d) HARPS rent assistance may be used for move-in costs including but not limited to deposits and first months' rent associated with housing, including project- or tenant-based housing.

e) Application fees, background and credit check fees for rental housing.

f) Lot rent for RV or manufactured home.

g) Costs of parking spaces when connected to a unit.

h) Landlord incentives (provided there are written policies and/or procedures explaining what constitutes landlord incentives, how they are determined, and who has approval and review responsibilities).
i) Reasonable storage costs.

j) Reasonable moving costs such as truck rental and hiring a moving company.

k) Hotel/Motel expenses for up to 30 days if unsheltered households are actively engaged in housing search and no other shelter option is available.

l) Temporary absences, if a household must be temporarily away from his or her unit, but is expected to return (e.g., participant violates conditions of their DOC supervision and is placed in confinement for 30 days or re-hospitalized), the Contractor may pay for the households rent for up to 60 days.

E. Other HARPS funding requirements:

a) The funding is limited to an average of $1,500 per individual or family unit. The funding may be used in a lump sum or over a period of time in smaller increments.

b) The funding is not to be used for Residential Treatment Facilities, Adult Family Homes, or housing that is contingent on treatment compliance.

c) Contractor shall accept referrals for bridge housing assistance from the HARPS team for individuals and families residing in their respective county.

d) Contractor shall report quarterly on housing subsidies using the HARPS Housing Assistance Subsidy Log available at: http://northsoundbho.org/contracts/

V. Program Outcomes
The following are the expected outcomes of WHSC in conjunction with its partner agencies. These outcomes are for a calendar year period. The WHSC must ensure rental subsidies are available to support the expected numbers of households served as follows:

1. Targeted Prevention
   a. At least 200 new households at risk of losing their housing receive temporary financial assistance based on risk assessments.
   b. At least 90% of these households will remain stably housed one year after receiving targeted prevention services.

2. Re-Housing
   a. At least new 150 households that have become homeless receive short term rent subsidies and case management
      i. at least 25 are TANF program participants.
   b. Fewer than 15% of re-housing households will re-enter homelessness 1 year after stable exit from the program.

3. Permanent Supportive Housing Population
   a. At least 62 households receive housing subsidies and case management
      i. Two units will be from OC owned units of housing.
   b. At least 85% retain their housing for 6 months.

4. Emergency Shelter
   a. At least 40 households will receive emergency shelter assistance
   b. At least 50% of those households are placed in permanent housing after receiving shelter services
5. Veterans
   a. At least 110 Veterans will receive housing subsidies and case management support. These outcomes will be achieved by leveraging additional funding resources.
   b. Fewer than 15% of veterans served will re-enter homelessness 1 year after stable exit from the program.

VI. Reporting Requirements

The contractor shall submit quarterly reports in a format approved by the County showing the contractor's progress toward achieving the outcomes identified above. Quarterly reports are due on April 30, July 31, October 31, January 31.

1. Targeted Prevention
   a. # of new households who received Targeted Prevention funds this quarter and year to date
   b. # and % of those who received Targeted Prevention services who are still housed one year following their prevention service

2. Re-Housing
   a. # of households that have received short term rent subsidies and case management this quarter and year to date
   b. # of households who re-enter homelessness after stably exiting from re-housing services
   c. # of households that are Veterans
   d. # and % of households who re-enter homelessness within one year after stably exiting from re-housing services

3. Permanent Supportive Housing Assistance
   a. # of households receive housing subsidies and case management this quarter and year to date
   b. # of units will be from OC owned units of housing.
   c. # and % who retain their housing for 6 months.

4. Emergency Shelter
   a. # of households who received emergency shelter assistance this quarter and year to date
   b. # and % households who received emergency shelter were placed in permanent housing

5. Veterans
   a. # of veterans who received housing assistance this quarter and year to date
   b. # of veterans who re-enter homelessness 1 year after stably exiting the program
   c. # of honorably discharged veterans with at least 180 days of service provided housing assistance
   d. # of honorably discharged veterans with less than 180 days of service provided housing assistance
   e. # of general or under-honorably discharged veterans with at least 180 days of service provided housing assistance
   f. # of general or under-honorably discharged veterans with less than 180 days of service provided housing assistance
I. Budget and Source of Funding

The source of funding for this contract, for the first half of the 2017 calendar year shall not to exceed $474,203. Funding is from County-held document recording fees, local behavioral health funds, North Sound Behavioral Health Organization funds, Veterans Assistance funds and State Consolidated Homeless and federal Emergency Solutions Grants. This contract includes a federal award of $52,159. Contractor is required to follow the 2CFR 200 Uniform Guidance.

II. Contract Budget

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Documentation Required with Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td>17,110</td>
</tr>
<tr>
<td>HMIS Coordinator</td>
<td></td>
<td>8,220</td>
</tr>
<tr>
<td>Housing Retention Manager</td>
<td>Expanded GL Report for the Period</td>
<td>19,490</td>
</tr>
<tr>
<td>Housing Resource Coordinator</td>
<td></td>
<td>15,763</td>
</tr>
<tr>
<td>53.3% Fringe Benefits Rate</td>
<td></td>
<td>32,286</td>
</tr>
<tr>
<td>Direct Program Space Costs</td>
<td>Expanded GL Report for the period</td>
<td>5,942</td>
</tr>
<tr>
<td>Direct Program Supplies, Telephone, Postage and Printing</td>
<td>Expanded GL Report for the period</td>
<td>2,500</td>
</tr>
</tbody>
</table>

Travel/Training/Memberships

Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required. For mileage include name of traveler, dates, start & end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging & meal costs follow federal guidelines (www.gsa.gov).

Direct Program Insurance | Expanded GL Report for the period | 500 |
Rental Assistance – CHG Funds ** | Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment. | 32,313 |
Rental Assistance – local document recording fees | Expanded GL Report for the period | 121,027 |
Veteran Housing Assistance |  | 38,117 |
TANF Family Rent Subsidy ** | For Rental Assistance-CHG & TANF Rent Subsidy, itemize payee for-profit / non-profit status | 33,221 |
ESG Housing Assistance |  | 52,159 |
HARPS Program Assistance |  | 40,275 |

Subtotal: 419,913

11.5% Indirect | Expanded GL Report for the period | 48,290 |
Risk Mitigation | Documentation required in Exhibit E | 6,000 |

Total: 474,203

** During this contract period, a minimum of 36% of Rental Assistance – CHG Funds and TANF Family Rent Subsidy funds must be paid out to for-profit landlords as required by the Washington Department of Commerce.
All allocated direct costs must be based on approved cost allocation plan.

Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Indirect and fringe benefit cost rates shall not exceed the rates established above.

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above. Send invoices and all invoice-related communication to

2. Documentation for Risk Mitigation claims shall be submitted according to Exhibit E.

3. The Contractor shall submit invoices to (include contract #):

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

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

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

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

6. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
Attachment F-1
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any
person for influencing or attempting to influence an office or employee of an agency, a Member of Congress, an
officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of
any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the
extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative
agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing
or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee
of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or
cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of
Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all
sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, and cooperative
agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material
representation of fact upon which reliance was placed when this transaction was made or entered into.
Submission of this certification is a prerequisite for making or entering into this transaction imposed by section
1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty
of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION: Opportunity Council

PRINTED NAME AND TITIL OF AUTHORIZED REPRESENTATIVE:

Greg Winter

Name

EXECUTIVE DIRECTOR

Title

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Signature

1/17/16
Date

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Firm Name: Opportunity Council

The undersigned declares, under penalty of perjury under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed under this contract.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named contractor.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: 11/17/16

SIGNATURE: [Signature]

PRINTED NAME: Greg Winter  EXECUTIVE DIRECTOR
EXHIBIT "E"
(RISK MITIGATION FUND)

I. Background

The Opportunity Council administers the Whatcom Homeless Service Center (WHSC) which works to reduce or prevent homelessness in Whatcom County. The WHSC is a sponsor of the federally funded Shelter Plus Care and Supportive Housing Programs which provide housing subsidies and support services to homeless clients suffering from mental illness. Many of these clients are housed in properties where the Opportunity Council holds a master lease and is responsible for the cost of excessive property damage or rent. The Risk Mitigation Fund (RMF) is intended to provide reimbursement to the Opportunity Council for exceptional damage caused by clients with mental illness. Without the support of the RMF, less housing would be available to clients with severe mental illness. The Risk Mitigation Fund may also be utilized when repeated violations of the lease or state law require a legal proceeding and eviction. The Whatcom County Health Department will review and pay claims for RMF reimbursement according to funds availability and the following program requirements.

II. Allowable Costs

1. Damage to property in excess of normal wear and tear that exceeds the security deposit and no other funding is available.
2. One month of non-payment of rent if tenant does not pay rent due or if the unit cannot be rented while repairs are completed.
3. Costs associated with legal fees and court fees resulting from eviction activities.
4. Costs associated with 1, 2 and 3 above shall not exceed $3,000 per tenant and are limited to tenants housed through the Shelter Plus Care and Supportive Housing Programs where the Opportunity Council is the property owner or holds a master lease on the unit. Exceptions to this rule must be approved by the County.

III. Program Requirements

Before submitting a claim, contractor will verify that the following requirements have been met:

1. The tenant is a Shelter Plus Care or a Supportive Housing Program participant receiving rent subsidy and/or deposit assistance; and
2. The tenant is receiving housing case management support from a WHSC partner case management agency or from an approved mental health provider; and
3. The RMF claim was made any time after the initial move-in date up to 30 days from when the tenant moves out or is no longer in the Shelter Plus Care or Chronically Homeless program. Claims will be accepted for damage/loss incurred in 2016 and 2017.
4. A WHSC representative or a housing case manager has co-signed or initialed the move-in condition report with the landlord; and
5. Contractor's property management division has promptly communicated orally and/or in writing with WHSC case management when problems arise; and
6. Client file should contain evidence of:
   a. written notice to tenant
   b. any tenant contact with law enforcement authorities
   c. late rent, and
   d. any other action that may affect the continuation of tenant's tenancy.
7. If a person is added to the lease without notifying the WHSC case manager during the LRMF coverage period, damages will not be covered. Client file will contain names of any persons added to the lease or otherwise authorized to occupy the unit; and
8. If any repair/replace work is to be performed over $2,000 three quotes will be obtained and the lowest bidder will be selected to perform the work

IV.Claim Requirements

The Opportunity Council will submit claims to the Whatcom County Health Department. Each claim for payment from the RMF will include:

1. WHSC Damage/Loss Claim Form (Attachment 1) – completed, signed and dated by Claim preparer
2. Risk Mitigation Claim Checklist (Attachment 2) – completed, signed and dated by Claim preparer
3. Property Inspection Sheet documenting move-in and move-out conditions signed and dated by landlord and tenant (if tenant is available at move-out)
4. Clear documentation that damages exceed normal cleaning and wear and tear
5. Receipts for all damage repair/replacement work and legal/court fees to be included in claim
6. Invoices for legal fees
7. 3 Quotes for repair/replacement work valued at over $2,000
8. Shelter Plus Care or Supportive Housing Program Damage & Expense Claim paperwork
9. Send claims to: Business Office , Whatcom County Health Department, 509 Girard St., Bellingham, WA 98225
# Attachment 1

## WHSC Damage Loss Claim Form

Client Name
Property Address
Property Owner
Program
OC Master Lease  Y  N
Was client receiving case management?
Frequency of home visits
Case management agency
Reason for client departure (asked to leave, illness, jail, etc)

---

**Vacancy Loss Claim:**
Proper notice given to vacate: Yes/No  Date:
Last day occupied:
Date the unit was re-rented:
Lease Expiration date:

**Total Vacancy Loss (1 mo. Rent maximum):**

**Damage Costs:**
- Cleaning
- Hauling
- Painting
- Repairs/Replacements
- Carpet Cleaning
- Other

Total Damage Costs:

**Legal Expenses:**
- Court costs / Legal fees

Total (Vacancy Loss + Damage Costs + Legal Costs):

Amount covered by Security Deposit

Amount covered by S+C or SHP Damage Claim

**Total Damage/Loss Claim**
(See attached invoices)

D-E-F $  
$3,000 LIMIT

Opportunity Council Certification:
I certify that all information above is correct and all available funding sources have been accessed to cover the above costs.

Signature:  Date:

Whatcom County Health Department certification:
I certify that all the requirements of Exhibit E (Risk Mitigation Fund) have been met.

Signature:  Date:

Printed Name and Title:  
Attachment 2
Risk Mitigation Damage Claim Checklist

Answer Yes=Y, No=N, or Not Applicable=N/A. Provide further explanations as needed in comment section with reference to item number.

1. Tenant is a Shelter Plus Care or a Supportive Housing program Participant

2. This claim was made in up to thirty days from when tenant moved out or is no longer a participant in the qualifying program.

3. WHSC Damage/Loss Claim Form completed and attached

4. Move In/Move Out form attached. Form documents move-in and move-out conditions. All parties (landlord, WHSC representative or housing case manager, tenant) are identified and have signed and date the report at move-in and move-out.

5. Client file contains evidence of:
   a. landlord/property management promptly communicating with WHSC representative when problems arose
   b. written notices to tenant
   c. tenant contact with law enforcement authorities
   d. late rent
   e. names of persons added to lease or otherwise authorized to occupy the unit
   f. other actions that may affect the continuation of tenancy

6. Proof of three quotes for cumulative repair/replacement work from one vendor over $2,000 attached.

7. Clear documentation that damages exceed normal cleaning, wear and tear attached.

8. Receipts for all repair/replacement work and legal costs attached.

9. Shelter Plus Care or Supportive Housing Program damage & expense claim/vacancy loss claim and determination made by Bellingham/Whatcom County Housing Authorities attached.

10. Dept. of Commerce or Housing Authority Inspection Report Attached.

11. Tenant Payment History attached.

COMMENTS: ____________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

I certify that all the requirements of Exhibit E (Risk Mitigation Fund) to the WHSC contract between the Opportunity Council and Whatcom County have been met.

WHSC Signature __________________________ Date __________

Title: ______________________________________
EXHIBIT “F”

(BUSINESS ASSOCIATE AGREEMENT)

This Business Associate Agreement (the “Agreement”) is made effective the 1st day of January, 2017, by and between North Sound Behavioral Health Organization or “NSBHO” hereinafter referred to as “Covered Entity,” and WHATCOM COUNTY, hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

RECTORALS:

A. WHEREAS, the Parties wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 CFR Parts 160 and 164); and

B. WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

C. WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the “Agreements”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreements, Business Associate may be considered a “Business Associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

D. WHEREAS, Business Associate may have access to Protected Health Information (hereinafter “PHI”) or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreements; and

E. WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information. The term "Breach" does not include: (1) any unintentional acquisition, access, or use of PHI by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further impermissibly acquired, accessed, used, or disclosed by any person;
(2) any inadvertent disclosure by an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility, where the information disclosed is not further impermissibly acquired, accessed, used, or disclosed by any person; or (3) an impermissible disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
The term "HIPAA Privacy and Security Rules" refers to 45 CFR Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" or "PHI" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.

The term "Electronic Protected Health Information" means PHI which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

B. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

C. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

   1. The disclosures are required by law; or
   2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request. The Parties shall collaborate in determining what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and
disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

B. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

C. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. Implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including any Security Incident, of which Business Associate becomes aware, regardless of whether the Security Incident rises to the level of a Breach. For purposes of this Agreement, "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of PHI or interference with system operations in an information system, of which Business Associate has knowledge or should, with the exercise of reasonable diligence, have knowledge, excluding (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) "malware" (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI. The report shall be made as soon as practical, and in any event within 10 days of Business Associate's discovery of the Security Incident. A Security Incident shall be treated as discovered by Business Associate as of the first day on which such Security Incident is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

D. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

E. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations if the PHI pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative. The restriction can only apply to disclosures beginning the next business day after the request for restriction is received.

F. At the request of Covered Entity, and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual's request for access to his or her PHI in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains PHI electronically, it agrees to make such PHI available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

G. At the request of Covered Entity, and in a reasonable time and manner, Business Associate
agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

H. Business Associate agrees to document any disclosures of, and make PHI available, for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

I. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary.

J. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

K. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any PHI of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. For public health activities as described in Section 164.512(b) of the HIPAA Privacy and Security Rules;
2. For research as described in Sections 164.501 and 164.512(l) of the HIPAA Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
3. For treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of PHI;
4. For the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;
5. For an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;
6. To provide an individual with a copy of the individual’s PHI pursuant to Section 164.524 of the HIPAA Privacy and Security Rules;
or
7. Other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.K.

L. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual’s representative, unless:

1. Such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or
2. The communication is made on behalf of Covered Entity and is consistent with the terms of this Agreement.

M. Business Associate agrees that if it uses or discloses patients’ PHI for marketing purposes, it will obtain Covered Entity’s written approval and such patients’ authorization before making any such use or disclosure.

IV. BUSINESS ASSOCIATE’S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

A. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

B. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify
Covered Entity of such Breach without unreasonable delay and in no case later than 10 calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

C. Notwithstanding the provisions of Section IV.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. If the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or
2. If the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than 30 days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official’s statement to Covered Entity.

D. The Breach notification provided shall include, to the extent possible:

1. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;
2. A brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;
3. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
4. Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
5. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches and when such steps were taken; and
6. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

E. Business Associate shall provide the information specified in Section IV.D. above, to Covered Entity at the time of the Breach notification, if possible, or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.D., and shall provide such information to Covered Entity even if the information becomes available after the 10-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such
termination shall have, if any, upon Business Associate’s use and disclosure of such PHI. Business Associate shall have a reasonable period of time to act on such notice.

vi. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VI.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such Information; or (ii) upon the expiration or termination of the last of the Agreements.

B. Termination. Upon either Party’s knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within 20 days of that determination, notify the breaching Party, and the breaching Party shall have 30 days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Agreements.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Agreements affected by the breach.

Where neither cure nor termination is feasible, the non-breaching Party shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this subsection C., upon termination of this Agreement, the Agreements or upon request of Covered Entity, whichever occurs first, Business Associate shall within 10 days return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within 10 days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is not infeasible; Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

vii. MISCELLANEOUS

A. Indemnification. Each Party shall indemnify and hold the other harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys’ fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement, or any Breach, by that Party or its subcontractors or agents.

B. No Rights in Third Parties. Except as expressly stated herein, in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

C. Survival. The obligations of Business Associate under Section VI.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. Furthermore, the Parties’ indemnification obligations pursuant to Section VII.A. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind the Parties, their
agents, employees, contractors, successors, and assigns as set forth herein.

D. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to 30 days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Agreement fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the underlying arrangement upon written notice to the other Party.

E. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

F. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

G. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the State of Washington.

H. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

I. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

J. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

K. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

L. Certain Provisions Not Effective in Certain Circumstances. The provisions of this Agreement relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic PHI from or on behalf of Covered Entity.

M. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties' obligations with respect thereto, the terms of this Agreement shall control.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

WHATCOM COUNTY

OPPORTUNITY COUNCIL

[Signature]

Greg Winter, EXECUTIVE DIRECTOR
EXHIBIT "G"
(CERTIFICATION REGARDING LOBBYING)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION

Opportunity Council

SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE

Greg Winter, Executive Director

Date 4/17/14
EXHIBIT "H"
(SPECIAL TERMS AND CONDITIONS FOR COMMERCE GRANTS)

The funds allocated for services performed under this contract are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. Commerce and the State of Washington are not liable for claims or damages arising from the Contractor's performance of this subgrant.

1. **ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

2. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

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

3. **ACKNOWLEDGEMENT OF FEDERAL FUNDING**

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. E13-DC-53-0001 awarded by the Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce."

4. **AUDIT**

   A. **General Requirements**

   Grantee's are to procure audit services based on the following guidelines.

   The Grantee shall maintain its records and accounts so as to facilitate audits and shall ensure that Sub-grantees also maintain auditable records.

   The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Sub-grantees.

   COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

   Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

   B. **State Funds Requirements**

   In the event an audit is required, if the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

   The Grantee shall include the above audit requirements in any sub-grants.

   In any case, the Grantee's records must be available for review by COMMERCE.

   C. **Federal Funds Requirements: OMB Circular A-133 Audits of States, Local Governments and Non-Profit**
Organizations

Non-profit and governmental Grantees expending $500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Grantee to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance must also be included. Both schedules include:

- Grantor agency name
- Federal agency
- Program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Grantee shall include the above audit requirements in any SUBGRANTS/subcontracts. In any case, the Grantee's financial records must be available for review by COMMERCE.

5. CONFIDENTIALTY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:
   1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
   2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
   3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that confidential information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.
In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

7. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

8. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

A. Affirmative action, RCW 41.06.020 (1).
B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
D. Discrimination-human rights commission, Chapter 49.60 RCW.
E. Ethics in public service, Chapter 42.52 RCW.
F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
G. Open public meetings act, Chapter 42.30 RCW.
H. Public records act, Chapter 42.56 RCW.
I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

9. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Grants with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

10. POLITICAL ACTIVITIES
Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

11. PUBlICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

14. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.
Whatcom County operates three jail facilities: the main jail, the minimum security “Work Center”, and the Juvenile Detention facility. All facilities house male and female inmates in either a pre-trial or post-conviction status, with misdemeanor and felony charges. In a recent Department of Social and Health Services report, 58% of inmates booked into the Whatcom County Jail had received a Medicaid mental health service within the previous five year period. In addition, local officials report that the incidence of crisis, suicide risk and mental health problems in both juvenile detention and in the jail has increased four to five times higher than the typical rates in the last 4-5 years. The purpose of this contract is to provide crisis stabilization services to inmates with behavioral health problems, to provide clinically necessary services to adult inmates and detained juveniles, and to connect inmates who are releasing to the community behavioral health services in order to promote stability and recovery.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Compass Health, Jail/Juvenile Behavioral Health Team
DATE: November 18, 2016

Enclosed are two (2) originals of a contract between Whatcom County and Compass Health for your review and signature.

- **Background and Purpose**
  Whatcom County operates three jail facilities: the main jail, the minimum security “Work Center”, and the Juvenile Detention facility. All facilities house male and female inmates in either a pre-trial or post-conviction status, with misdemeanor and felony charges. In a recent Department of Social and Health Services report, 58% of inmates booked into the Whatcom County Jail had received a Medicaid mental health service within the previous five year period. In addition, local officials report that the incidence of crisis, suicide risk and mental health problems in both juvenile detention and in the jail has increased four to five times higher than the typical rates in the last 4-5 years. The purpose of this contract is to provide crisis stabilization services to inmates with behavioral health problems, to provide clinically necessary services to adult inmates and detained juveniles, and to connect inmates who are releasing to the community behavioral health services in order to promote stability and recovery.

- **Funding Amount and Source**
  Funding for this contract in an amount not to exceed $462,871 is from the Chemical Dependency/Mental Health Program Fund and from the North Sound Behavioral Health Organization. These funds are included in the 2017 budget. Council approval is required and an agenda bill is attached.

- **Difference From Previous Contract**
  This is a new contract. Compass Health has been providing behavioral health services in the jail since 2007 with the services to juveniles provided by another vendor under separate contract. This contract unifies the services under one contract.

Please contact Jackie Mitchell at extension 6048, if you have any questions or concerns regarding the terms of this agreement.

Encl.
Originating Department: Health  
Program/Project: (i.e. Dept. Division and Project) Human Services  
Contract or Grant Administrator: Jackie Mitchell  
Contractor’s / Agency Name: Compass Health

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Description</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>
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<tr>
<td>Is this a grant agreement?</td>
<td>☑</td>
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<td>If yes, grantor agency contract number(s):</td>
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<td>Is this contract grant funded?</td>
<td>☑</td>
<td></td>
<td>If yes, Whatcom County grant contract number(s):</td>
</tr>
<tr>
<td>Is this the result of a RFP or Bid process?</td>
<td>☑</td>
<td></td>
<td>If yes, RFP and Bid number(s):</td>
</tr>
</tbody>
</table>

Contract Cost: 16-49  
Center: 124100

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

- ☑ 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.

Contract Amount: (sum of original contract amount and any prior amendments): $462,871

This Amendment Amount: $62,400

Total Amended Amount: $525,271

Summary of Scope: The purpose of this contract is to provide crisis stabilization services to adult inmates and detained juveniles with behavioral health problems. This contract provides clinically necessary behavioral health services to adult inmates and detained juveniles, and services to engage offenders who are releasing into the community in order to promote stability and recovery.

Term of Contract: 1 Year  
Expiration Date: 12/31/2017

Contract 1. Prepared by: pl  
Routing 2. Attorney signoff: rb  
3. AS Finance reviewed: bbennett  
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: 11/1/16  
Date: 11/3/16  
Date: 11/4/16  
Date: 11/16/16  
Date: 11/22/16  
Date:  
Date:  
Date:  
Date:  
Date:  

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.
CONTRACT FOR SERVICES AGREEMENT  
(Jail/Juvenile Behavioral Health Team)

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

General Conditions, pp. 3 to 8.
Exhibit A (Scope of Work), pp. 9 to 16.
Exhibit B (Compensation), pp. 17 to 19.
Exhibit D (Flex Fund Guidelines), p. 27.
Exhibit E (Business Associate Agreement), pp. 22 to 28.

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, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2017.

The general purpose or objective of this Agreement is to provide Jail/Juvenile Behavioral Health Team 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 $462,871. 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 14th day of November, 2016.

CONTRACTOR:
Compass Health

[Signature]
Tom Sebastian, CEO/President

STATE OF WASHINGTON
COUNTY OF Snohomish

On this 14th day of November, 2016, before me personally appeared Tom Sebastian, to me known to be the CEO/President (title) of Compass Health (Company) and who executed the above instrument and who acknowledged to me the fact of signing and sealing thereof.

[Signature]
MELISSA JUDD
COMMISSION EXPIRES 05-04-2020
NOTARY PUBLIC

CONTRACTOR INFORMATION:
Compass Health
Tom Sebastian, CEO/President
4526 Federal Avenue, P. O. Box 3810
Everett, WA 98213-8810
 WHATCOM COUNTY:  
Recommended for Approval:

Anne Deacon, Human Services Division Manager  11/18/16  
Date

Regina A. Delahunt, Health Department Director  11/18/16  
Date

Approved as to form:

Prosecuting Attorney  11/21/16  
Date

Approved:  
Accepted for Whatcom County:

By: ____________________________________________  
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 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 ____________.
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 five years.

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.
Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

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

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

22.1 Withholding Payment:
In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

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

Series 30-39: Provisions Related to Administration of Agreement

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

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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

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

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

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

33.1 **Right to Review:**
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 **Proof of Insurance:**
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
- Property Damage per occurrence - $500,000.00 (this amount may vary with circumstances)
- General Liability & Property Damage for bodily injury - $1,000,000.00 (this amount may vary with circumstances)
- Automobile Liability - $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
- 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.

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

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

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

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

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

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

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

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Jackie Mitchell, Program Specialist – Behavioral Health  
Whatcom County Health Department
37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at https://www.sam.gov/portal/SAM#1. Contractor shall immediately notify Whatcom County if, during the term of this contract, Contractor becomes debarred.

38.3 E-Verify:
The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and subcontracts for $25,000 or more if the primary contract is for $100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit.7 Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

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

40.2 Contractor Commitments, Warranties and Representations: 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

I. Background

Whatcom County operates three jail facilities: the main jail, the minimum security "Work Center", and the Juvenile Detention facility. All facilities house male and female inmates in either a pre-trial or post-conviction status. All inmate populations include offenders with both misdemeanors and felony charges.

National data indicates that almost 17% of people incarcerated in local jails have a serious mental illness (SMI) and up to 66% of juveniles in detention have serious emotional disturbances (SED). In a recent Department of Social and Health Services report, 58% of inmates booked into the Whatcom County Jail had received a Medicaid mental health service within the previous five year period. In addition, local officials report that the incidence of crisis, suicide risk and mental health problems in both juvenile detention and in the jail has increased four to five times higher than the typical rates in the last 4-5 years.

In 2015, the number of jail bookings was 6,619 with an average daily population of 344 between both adult facilities. In that same year, there were 250 admissions to juvenile detention with a total of 810 youth served. Jail behavioral health direct services were provided to over 1300 offenders, while around 207 juveniles with behavioral health disorders were served.

Behavioral health services in jail and juvenile detention are critical "best practice" components of a criminal justice diversion program in the nationally recognized Sequential Intercept Model (SIM). The County utilizes the Sequential Intercept Model in planning behavioral health services for the community.

The overarching goals of the Jail/Juvenile Behavioral Health Team (JJBHT) are:

1. To provide crisis stabilization services to inmates whose behavioral health disorder poses a potential safety hazard to themselves or others.
2. To provide clinically necessary services to adult inmates with symptoms of SMI or juveniles with SED.
3. To engage eligible inmates who are releasing into community behavioral health services in order to promote stability and recovery.

The services established through this contract shall ensure that inmates with serious mental illness (SMI) and serious emotional disturbances (SED) have access to basic care. Specific sources providing guidance for standards of care for inmates in the jail and upon release include:

1. A United States Supreme Court decision ensures inmates' rights to basic medical care (Estelle vs. Gamble, 1976) while incarcerated.
2. The National Commission on Correctional Health Care (NCCHC) ensures standards for behavioral health services for jails.
3. A Washington State legislative mandate, (RCW 71.24.455) ensures standards for transition of adults with SMI from correctional facilities to community care.
II. Definitions

Behavioral Health Assessment—A process of acquiring information about an individual’s mental health status which provides sufficient information to determine medical necessity for behavioral health services covered under this Contract and for ongoing services in the community.

Behavioral Health Agency (BHA)—An agency which is certified by the Division of Behavioral Health and Recovery, to provide behavioral health services to individuals on Medicaid or who have low incomes. Behavioral health services include prevention, intervention, treatment, and recovery from mental health disorders and substance abuse disorders.

Case Management—Assistance to a recipient and their family (or significant other) to obtain, maintain, or develop appropriate resources.

Clinically Necessary Services—Services recommended by a qualified behavioral health professional, in response to an individual assessment or screening, which will likely prevent decline in mental health status.

Co-occurring Disorders (COD)—For adults in jail, the individual shall have both an SMI and a substance use disorder. For youth in juvenile detention, the individual shall have an SED and a substance use disorder.

Coordinated Team—A joint process of taking action whereby professionals adjust in response to one another to accomplish shared tasks or goals. Coordination involves clear communication pathways in which information is constantly exchanged about symptom acuity, needs, treatment, and individual progress.

Community Coordination—Coordination of services with the community is the basis for providing stable care. Community coordination links behavioral health services and support systems, and provides for needed and timely transitions between levels of care, services, and service providers.

Computer Information System (CIS)—A database, application programs and manual, and machine procedures used by North Sound BHO (defined below). It also encompasses the computer systems that do the processing.

Diagnostics and Statistical Manual of Mental Disorders-5 (DSM-5)—The current standard manual used for the classification of and diagnosis of mental disorders.

Dually trained and credentialed—Doctorate or Masters Level Washington State licensed Mental Health, Marriage and Family, or Social Work professionals who also have a Chemical Dependency Professional (CDP) certificate from Washington State.

Engagement—Engagement is defined as clinical services which are intended to initiate a professional relationship with an individual. Engagement consists of identifying the client’s expressed needs and stage...
of readiness for change, and then using this information to motivate the client to change unhealthy behaviors.

**Family**

1. For adults, those that the individual defines as family or those appointed/assigned (i.e., guardians, siblings, caregivers and significant others) to the individual.
2. For children, a child's biological parents, adoptive parents, foster parents, guardian, legal custodian authorized pursuant to Title 26 RCW, a relative with whom a child has been placed by DSHS or a tribe.

**Individual Voice**—This means using indicators of ownership in and involvement with planning his/her own supports and services. In individualized plans, voice is best indicated by the use of “quotations”.

**Juvenile Detention (JD)**—Pursuant to RCW 13.16.030, these are staffed facilities for dependent, wayward and delinquent children, separate and apart from the detention facilities for adults.

**North Sound BHO or (BHO)**—North Sound Behavioral Health Organization is the regional entity which is responsible for the administration of all Medicaid mental health and substance use disorder treatment services in Whatcom, San Juan, Skagit, Island and Snohomish counties. North Sound BHO is a partial funder of this contract for the jail transition (re-entry) services.

**Serious Emotional Disturbance**—A diagnosis made for children who have mental disorders which results in behavioral or conduct issues which clearly interfere with the child's functioning in family, school, or with peers. Further definition is provider in RCW 71.34.

**Serious Mental Illness (SMI)**—A diagnosable mental disorder that meets criteria in the DSM-5 and which seriously disrupts a person’s thinking feeling, mood, ability to relate to others and daily functioning. This definition includes, but is not limited to schizophrenia, bipolar disorder, obsessive-compulsive disorder, major depression, major anxiety disorders, and personality disorders.

**Substance Use Disorders**—A diagnostic classification in the DSM-5 which combines substance abuse and addiction into a single disorder (or set of disorders depending on the type of drug used) which is measured along a continuum from mild to severe depending on symptoms.

**Recovery**—A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. (SAMHSA)

**Warm-handoff**—Refers to a practice of making introductions between a client and the new provider when clinically necessary, rather than making a simple referral. For example, if a client has social phobia or other difficulties with showing up for services, a warm-handoff would be appropriate.

### III. Statement of Work

A. **Service Eligibility:**

Adults who are eligible for this program must be incarcerated in or releasing from the Whatcom County Jail or the Work Center. Juveniles who are eligible for this program must be either incarcerated in Whatcom
County Juvenile Detention (JD) or on probation with Whatcom County Superior Court Juvenile Probation (JP).

In addition, offenders must meet one of the following criteria, and shall be considered for services in this priority:

1. Individuals requiring immediate stabilization for current symptoms of SMI/SED, or other behavioral health disorder
2. Adults with a history of or current symptoms that may indicate an SMI. Juveniles with a history of or current symptoms of SED are considered eligible.
3. Have a history of and current symptom of a co-occurring mental health and SUD disorders.

B. Program Services:
The Contractor shall ensure a coordinated team of skilled professionals to provide the JJBHT services on site at the Whatcom County Jail, the Work Center and in Juvenile Detention. The JJBHT consists of staff members who are qualified to provide in-jail or juvenile crisis services, mental health treatment, and jail or juvenile re-entry services to inmates with SMI/SED and co-occurring disorders. Services shall consist of the following and more detail will be provided below:

1. Suicide risk assessment and crisis stabilization.
2. Offender engagement and behavioral health assessment.
4. Community re-entry and re-engagement (warm-hand offs).
5. Case management for up to 90 days upon release or until successful re-engagement, whichever is sooner.
6. Transportation or other services, as needed.

1. In Jail Services & Juvenile Detention

After jail and juvenile detention corrections staff have screened inmates, the Contractor shall provide the following triage services as needed.

Triage
The contractor shall:
A. Solicit regular updates from jail/juvenile corrections staff regarding the status of new and existing inmates with SMI/SED. Accept referrals for services from various corrections, professional, and family sources.
B. Assist corrections staff to identify and monitor high-risk inmates and coordinate care with appropriate inpatient mental health facilities.
C. Screen inmates for high-risk behaviors, safety needs, and vulnerability.
D. Triage inmates with symptoms of SMI/SED and prioritize their needs for medication evaluation, follow up, and treatment services according to safety and risk.
E. For adult services - review all written non-urgent correspondence from inmates and corrections staff ("kites") and ensure response/disposition within 24 hours.

**Assessment and Treatment**

The Contractor shall provide the following mental health services as needed.


B. Behavioral health assessment, treatment planning, treatment services, referral to psychiatric services, and coordination of care with relevant professionals.

C. Screen for SUDs and when indicated, coordinate SUD assessments.

D. Arrangement of civil commitment evaluation by a Designated Mental Health Professional (DMHP) (or Designated Crisis Responder) when indicated.

E. Coordination of therapeutic/behavioral response plan with medical/corrections staff as appropriate.

F. Coordinate care with the individual's current health care providers.

G. Ensure appropriate documentation for each area of service, including behavioral health assessments, individual treatment plans, and case notes.

H. Attempt to engage individuals into the next level of care, including services provided by re-entry staff.

**Medical Records Keeping**

The Contractor shall maintain documentation of behavioral health services provided to each offender at the jail and the Work Center in the inmate's Central Medical Record to include:

A. Assessments including suicide risk assessments.

B. Individual care plans.

C. Case notes in data, assessment, plan (DAP) format or other standardized format as approved by the County.

D. Other screening tools.

E. Releases of information as needed.

Records for juvenile offenders are kept by the Contractor separately from Juvenile Detention medical and probation records. The same records content shall apply to the Juvenile Detention/Probation records as that used for jail services.

The Contractor shall provide copies of proposed documentation formats to the Contract Administrator for suicide risk assessment, mental health assessment, and individual care planning within March 31, 2016 after the start date of the contract.
2. **Re-entry Services**

Reentry services are required by a Washington State legislative mandate, RCW 71.24.455 for individuals releasing from the jail. Re-entry services shall also be provided to Juvenile Offenders exiting detention and on Probation. The goal of the services is to provide transition services for people with SMI/SED when released from a county jail or from Detention/Probation. These services are intended to facilitate rapid access and engagement to behavioral health services upon individuals' release from confinement or for juveniles on probation.

**Transition Services**

The Contractor shall provide rapid jail transition, engagement, and recovery care coordination services for inmates upon their release from jail/detention.

A. Screen offenders with SMI/SED for entry onto caseload.
B. Screen offenders with co-occurring disorders (COD) for early recovery and community re-entry needs, if caseload time allows.
C. Co-develop a needs assessment with individual who are eligible for re-entry services.
D. Co-develop an Individual Service Plan (ISP) with individuals who receive a needs assessment.
E. Coordinate with the local "In-Person Assister" to ensure expedited enrollment for new or re-instated Medicaid benefits.
F. Counsel offenders; including brief therapy and engagement and motivational strategies which support initiation of wellness management and ongoing recovery.
G. Coordinate assessment and engagement of the individual with COD to community SUD treatment services or inpatient treatment as needed.
H. Meet with individuals to provide "warm-hand offs" to BHAs and other community services, when necessary.
I. Continue to meet the re-entry needs of the individual after release from jail/JD/JP until s/he has attended her/his first outpatient appointment or until the individual has declined further services, whichever occurs first.
J. Terminate services with the individual 90 days after release or as agreed with the individual, unless continued services by this program are clinically necessary beyond 90 days.

**Re-Entry Clinical File**

The contractor shall maintain a separate clinical file for each inmate receiving re-entry services. The clinical file must clearly denote when re-entry services began and when they ended. The clinical charts of individuals receiving these services will remain open and active for 90-days post-release from jail or JD.

Clinical charts shall include, at a minimum:

A. Needs assessment.
C. Individualized service plan (ISP).
D. Individualized case notes in data, assessment, plan format or other approved format.
E. Releases of information with external persons or agencies.
F. Brief discharge plan upon termination of services.
Needs Assessment
Re-entry services shall include a behavioral health needs assessment for individuals identified as needing transition services. The needs assessment shall be written in language and terminology that can be readily understood by individuals. It must be developed with attention to individual voice.

The needs assessment will inform the development of an Individualized Service Plan (ISP). The needs assessment shall, at a minimum, contain the following elements:
A. Individual's identification of problem, in his/her words.
B. Demographics such as age, culture, gender, disability issues, or other unique characteristics.
C. Identification of risk issues, to self or others.
D. Current mental health status assessment.
E. Identification of current or past behavioral health services received by the individual and agencies involved in care.
F. Current medications.
G. Determination of current mental health, medical, and/or substance use disorder needs.
H. Diagnosis or rule out diagnosis according to DSM-5.
I. Identification of individual's strengths and resources.
J. Familial and social issues/living arrangement which may impact care, especially for juveniles.
K. Education/schooling, vocational history, especially for juveniles.

Individualized Service Plan (ISP)
Individualized and tailored care is a planning process that may be used to develop an individually-driven, strength-based, service plan. Re-entry services must include an ISP in accordance with WAC 388-865-0425 which meets the individual's unique needs. The ISP must be developed with attention to individual voice.

In addition to state law, the ISP must:
A. Be developed collaboratively with the individual's voice, and with other people identified by the individual, and should begin at least thirty (30) days prior to discharge from the jail, whenever possible.
B. Summarize mental health services provided while in jail.
C. Identify the individual's transition goals and clinically necessary services for over 90 days or until sufficient engagement, including warm-hand offs, have taken place between the individual and the next provider of services.
   o The duration of jail transition engagement services shall be up to 90 days, or a mutually agreed-upon end date.
   o If the program participant is re-incarcerated, the 90-day post-release period shall be temporarily suspended and another 90 days shall be re-instated upon subsequent release.
D. Identify resources and professional assistance in obtaining supportive services appropriate to treatment, such as SUD treatment.

E. Assure submission of an expedited enrollment/re-enrollment application for public benefits, prior to release with the goal of immediate access to benefits upon the release from incarceration, if needed.

F. Demonstrate that the provider has worked with the individual, and others at the individual's request, to determine his/her needs in the following life domains:
   - Housing.
   - Food.
   - Income.
   - Health and dental care.
   - Transportation.
   - Work, school, vocational or other daily activities.
   - Familial/parental, social life and peers, especially for juveniles.

C. Jail/Juvenile Behavioral Health Team

The County requires professionals with a Master's level or higher education, who are Mental Health Professionals as defined by WAC and RCW. Professionals shall also be licensed by the State of Washington or hold a nationally-recognized mental health certificate/license.

The county prefers dually trained and credentialed staff (substance use disorders and mental health) for all professional services. Personnel must have skills sufficient to ensure robust engagement with inmates and conduct SUD screening or be able to utilize American Society of Addiction Medicine Placement Criteria (ASAM PPC) for people with SUDs, especially for juvenile detention/probation services.

The Contractor shall provide the following staffing to deliver and support the services required in this contract:

- 2 FTE Licensed Mental Health Professionals on site five days per week at the jail
  - Including up to 2 hours per day for weekend coverage.
- 1 FTE Licensed Mental Health Professional, providing services on site at least part time at juvenile detention.
  - Including emergency response to juvenile detention by weekend staff.
- 1 FTE Licensed Mental Health Professional for re-entry services.
- .2 FTE Mental Health Professional providing Program Supervision
- .75 FTE Clerical Support

The Contractor shall conduct Criminal Background checks on new staff and on all current employees. The Contractor shall ensure and document that each new employee receives safety orientation training from corrections to be turned in to the Contract Administrator within 10 days of the start date of employment.

IV. Reporting Requirements
The County will provide a report format and the Contractor shall submit monthly reports of data and outcomes by the 15th of the month following the month in which services were provided. The County and the Contractor will negotiate which of the outcomes shall be reported for JDI/JP. The report shall be sent to the County Administrator to include the following data and outcomes:

1. The total number of inmates receiving services from this program.
2. The total number of inmates who received assistance with Medicaid enrollment.
3. The number of inmate non-emergent referrals.
4. The number of responses to non-emergent referrals within 24 hours.
5. Percentage of the total referrals where a 24 hours response was provided.
6. Number of individuals referred to re-entry services.
7. Number of inmates who received a Needs Assessment and an ISP while on re-entry caseload.
8. Number of individuals who were engaged in a face to face mental health service within 14 days.
9. Percentage of individuals on re-entry caseload who were engaged in mental health treatment within 14 days.
10. Number of suicidal inmates with a high risk rating.
11. Number of inmates where risk acuity was reduced.
12. Percentage of inmates who were stabilized with a reduced suicide risk rating.
13. Number of individuals who need to see prescriber.
14. Number of individuals who saw the prescriber.
15. Number of individuals who refused or were released prior to seeing prescriber.
16. Percentage of individuals who needed to and were seen by the prescriber.

In addition, services provided under this contract for jail re-entry services must be reported in accordance with North Sound BHO's data dictionary. Every record established for each individual receiving service, must contain identical elements to those submitted in North Sound BHO's Central Information System (CIS). Each encounter must have a description in the North Sound BHO's data dictionary.

V. Other Administrative Contract Requirements
A. Contractor shall develop and submit the following documents to the County Administrator.
   1. All screening, assessment and treatment forms or mock files the Contractor is planning to use in Jail, Juvenile Detention and Re-entry services within 30 days of the start date of services.
   2. The Contract Administrator shall set up and facilitate meetings with Jail/JD for discussion of Memoranda of Understanding (MOU). The Contractor shall develop and submit each MOU within 60 days of the start date of this contract. Specifics of each MOU are identified below:
      a) An MOU with the Whatcom County Jail which identifies:
         1) Triage and referral process between corrections, medical and the JJBHT staff and triage procedures.
         2) Procedures for facilitating involuntary treatment referrals, operation of clinics, rounds, staffing, classes, collaborating with the jail on medication prescriptions for release, etc.
         3) Responsibilities and procedures for suicide risk assessment
         4) Re-entry procedures for working with individuals who are releasing to other communities or tribes.
         5) Procedures for contacting and working with BHAs on currently enrolled individuals being readmitted to services.
6) Procedures for ensuring individual prescriptions for inmates with SMI as necessary to ensure stability until first appointment.
7) Additional data requested by the Jail.

b) An MOU with Juvenile Detention and Probation which identifies:
   1) Referral procedures between medical, juvenile detention, and the JJBHT.
   2) A referral procedure for juveniles with SED from probation to JJBHT.
   3) A Timeline for appropriate and necessary response to referrals, i.e. 24 hours
   4) The mutual arrangement for onsite and offsite hours provided by the CMHS.
   5) Procedures for other specific tasks to include:
      - Classes and groups to be conducted
      - Outreach visits with probation officers
      - Responsibilities for individuals needing Involuntary Treatment Act services
      - Responsibilities and procedures for Suicide Risk Assessment

c) An MOU with Whatcom Alliance for Health Advancement (WAHA)
   1) Specifying procedures and responsibilities of both organizations in assisting individuals with Medicaid enrollment/re-enrollment.

B. Flexible (Flex) Funding
The Contractor shall ensure the appropriate use of flex funding for both juveniles and adults releasing into the community. Flex funding is intended to assist the individual with barriers to achieving goals towards their recovery. The Contractor shall document flex funding on the County authorized "Flex Fund Documentation" sheet, ensuring and initialing that all expenditures were administratively reviewed by an authorized representative.

C. Grievance, Appeal and Fair Hearing Processes
Contractor must implement grievance, appeal and fair hearing processes that are in conformance with NORTH SOUND BHO policies and procedures.

Contractor and its subcontractors shall abide by NORTH SOUND BHO, grievance, appeal and fair hearing determinations.

In addition Contractor shall:
1. Implement a Grievance process that complies with WAC 388-865-0255 and 388-877/877A or any successors;
2. Coordinate with NORTH SOUND BHO grievance process and Ombuds Services;
3. Provide assistance to clients filing a grievance;
4. Provide access to interpreter services and toll free numbers with adequate TTY/TTD and interpreter capability; and
5. Incorporate concerns from grievances into Contractor services without identifying individual clients.
EXHIBIT “B”
COMPENSATION

I. **Budget and Source of Funding:** The source of funding for this contract, in the amount not to exceed $462,871 is North Sound Behavioral Health Organization and the Chemical Dependency/Mental Health Program Fund.

II. **Budget, Rates, and/or Allowable Costs**

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Documents Required Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel:</td>
<td>Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.</td>
<td>$ 391,787</td>
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<tr>
<td>Communications</td>
<td>GL detail</td>
<td>$ 1,092</td>
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<tr>
<td>Supplies</td>
<td>GL detail</td>
<td>$ 2,292</td>
</tr>
<tr>
<td>Mileage</td>
<td>Mileage will be billed at the current IRS rate available at <a href="http://www.gsa.gov/portal/category/104715">http://www.gsa.gov/portal/category/104715</a></td>
<td>$ 3,996</td>
</tr>
<tr>
<td>Travel/Training</td>
<td>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</td>
<td>$ 829</td>
</tr>
<tr>
<td>Flex Funds</td>
<td>Flex Fund Spreadsheet and copies of invoices or receipts per Whatcom County Flex Funds Guidelines</td>
<td>$ 15,000</td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>GL detail</td>
<td>$ 5,796</td>
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</table>

**SUBTOTAL:** $ 420,792

| Indirect Costs – 10% | $ 42,079 |

**TOTAL** $ 462,871

The contractor may transfer funds among budget line items in an amount up to 10% of the line item; however, administration cannot exceed the identified rate. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County. No more than 70% of the annual authorized service level may be expended during the first six-month period.

III. **Invoicing**

1. The Contractor shall submit itemized invoices on a monthly/quarterly basis in a format approved by the County. The Contractor shall submit invoices to HL-BusinessOffice@whatcomcounty.us. Monthly
invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.

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

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

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

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

**Date:** 3/1/2017  
**Expiration:** 2/25/2016

**PRODUCER:**  
Lockton Companies  
8110 E. Union Avenue  
Suite 700  
Denver CO 80237  
(303) 414-6000

**INSURED:**  
Compass Health, Inc.  
4526 Federal Avenue  
Everett, WA 98203

**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).

**COVERAGES**  
**CERTIFICATE NUMBER:** 13016330  
**REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
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<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADD ON</th>
<th>POLICY NUMBER</th>
<th>POLICY EXP</th>
<th>POLICY LIMIT</th>
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<td>A</td>
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<td>FL005371303</td>
<td>3/1/2016</td>
<td>1,000,000</td>
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<td>A</td>
<td>EXCESS LIABILITY</td>
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<td>FL005371303</td>
<td>3/1/2016</td>
<td>2,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:** (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**  
**CANCELLATION** See Attachment

**ADDRESS:**  
Whatcom County  
Health Department Administration  
509 Girard Street  
Bellingham, WA 98227

**SIGNATURE:**  
Charles M. McDaniell

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The ACORD name and logo are registered marks of ACORD
Blanket Additional Protected Persons. Other individuals or organizations when required to be covered by written contract, agreement, or permit, provided the written contract, agreement or permit is executed prior to the "claim" being made or the "suit" being brought. Coverage is provided for them only for the work you performed or should have performed on their behalf. They will share in your limit of liability for any covered "claim" or "suit". Damages paid on their behalf will reduce and may exhaust your limit of liability under this policy.
"Flex funds" are funds that may be used at the discretion of the Contractor, following the policies described below, to purchase goods or services directly related to the service needs of the Contractor's clients, when no other funding source is available. **Such goods or services must be reasonable and necessary to meet a client's emergent service needs or contribute to the stabilization or self-sufficiency of the client.**

**Allowable Costs**

Allowable uses of client-specific expenditures of flex funds include the following:
- Clothing
- Food
- Housing/rental assistance
- Bus passes or taxi fare
- Car repairs
- Driver's license or ID card fees
- Educational or training program registration fees
- Household supplies, including furniture
- Medications
- Health care
- Other, as approved by Whatcom County

**Limitations**

Flex fund expenditures must be within the allowable criteria established by the County, as identified above, must be based upon the service needs as documented in the client's individual service plan, and must have no other funding available from any other source.

Flex funds distributed to any one client cannot exceed $500 per year, except with written authorization from the County. No flex fund disbursements are to be made directly to the client but rather will be made on behalf of a client.

**Documentation**

Requests for reimbursement of flex funds must include the attached form including the following:
- The person or organization funds were paid to.
- Date of transaction.
- A list of the goods and/or services purchased.
- The cost of the goods and/or services purchased.
- The initials of the client and/or unique identifying number of the client for whom the goods and/or services were purchased.
- The total amount of flex funds distributed to the client during the year.
- The service need addressed by the expenditure.
- Accompanying invoices and/or receipts.
- Evidence of administrative review of expenditures

**See Attached Form**
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<th>Goods/Services Purchased</th>
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<th>Total $ To Client this Year</th>
<th>Service Need</th>
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* ATTACH RECEIPTS FOR EACH PURCHASE
EXHIBIT "E"
B(S)INESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made effective the 1\textsuperscript{st} day of January, 2014, by and between Whatcom County, hereinafter referred to as "Covered Entity," and COMPASS HEALTH, hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

RECITALS:

A. WHEREAS, the Parties wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 CFR Parts 160 and 164); and

B. WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

C. WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the "Agreements") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreements, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

D. WHEREAS, Business Associate may have access to Protected Health Information (hereinafter "PHI") or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreements; and

E. WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information. The term "Breach" does not include: (1) any unintentional acquisition, access, or use of PHI by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further impermissibly acquired, accessed, used, or disclosed by any person; (2) any inadvertent disclosure by an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility, where the information disclosed is not further impermissibly acquired, accessed, used, or disclosed by any person; or (3) an impermissible disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

The term "HIPAA Privacy and Security Rules" refers to 45 CFR Parts 160 and 164 as currently in effect or hereafter amended.
The term "Protected Health Information" or "PHI" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.

The term "Electronic Protected Health Information" means PHI which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

B. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

C. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. The disclosures are required by law; or
2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request. The Parties shall collaborate in determining what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

B. Business Associate agrees to not use or further disclose PHI other than as permitted or required

HL_010117_Compass_Health_Jail_Juvenile_Court_Behavioral_Health_Services
by this Agreement or as required by law.

C. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. Implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including any Security Incident, of which Business Associate becomes aware, regardless of whether the Security Incident rises to the level of a Breach. For purposes of this Agreement, "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of PHI or interference with system operations in an information system, of which Business Associate has knowledge or should, with the exercise of reasonable diligence, have knowledge, excluding (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) "malware" (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI. The report shall be made as soon as practical, and in any event within ten (10) days of Business Associate's discovery of the Security Incident. A Security Incident shall be treated as discovered by Business Associate as of the first day on which such Security Incident is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

D. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

E. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations if the PHI pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative. The restriction can only apply to disclosures beginning the next business day after the request for restriction is received.

F. At the request of Covered Entity, and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual's request for access to his or her PHI in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains PHI electronically, it agrees to make such PHI available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

G. At the request of Covered Entity, and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.
H. Business Associate agrees to document any disclosures of, and make PHI available, for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

I. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary.

J. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

K. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any PHI of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

   1. For public health activities as described in Section 164.512(b) of the HIPAA Privacy and Security Rules;

   2. For research as described in Sections 164.501 and 164.512(i) of the HIPAA Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

   3. For treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of PHI;

   4. For the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

   5. For an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

   6. To provide an individual with a copy of the individual’s PHI pursuant to Section 164.524 of the HIPAA Privacy and Security Rules; or

   7. Other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.K.

L. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual’s representative, unless:

   1. Such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

   2. The communication is made on behalf of Covered Entity and is consistent with the terms of this Agreement.

M. Business Associate agrees that if it uses or discloses patients’ PHI for marketing purposes, it will obtain Covered Entity’s written approval and such patients’ authorization before making any such use or disclosure.

IV. BUSINESS ASSOCIATE’S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

A. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

B. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than ten (10) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business
Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

C. Notwithstanding the provisions of Section IV.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. If the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. If the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official’s statement to Covered Entity.

D. The Breach notification provided shall include, to the extent possible:

1. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. A brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. Any steps individuals should take to protect themselves from potential harm resulting from the Breach;

5. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches and when such steps were taken; and

6. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

E. Business Associate shall provide the information specified in Section IV.D. above, to Covered Entity at the time of the Breach notification, if possible, or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.D., and shall provide such information to Covered Entity even if the information becomes available after the ten (10)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the
effect that such termination shall have, if any, upon Business Associate’s use and disclosure of such PHI. Business Associate shall have a reasonable period of time to act on such notice.

VI. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VI.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Agreements.

B. Termination. Upon either Party’s knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Agreements.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Agreements affected by the breach.

Where neither cure nor termination is feasible, the non-breaching Party shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this subsection C., upon termination of this Agreement, the Agreements or upon request of Covered Entity, whichever occurs first, Business Associate shall within ten (10) days return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible; Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. MISCELLANEOUS

A. Indemnification. Each Party shall indemnify and hold the other harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys’ fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement, or any Breach, by that Party or its subcontractors or agents.

B. No Rights in Third Parties. Except as expressly stated herein, in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

C. Survival. The obligations of Business Associate under Section VI.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees,
contractors, successors, and assigns as set forth herein. Furthermore, the Parties’ indemnification obligations pursuant to Section VII.A. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind the Parties, their agents, employees, contractors, successors, and assigns as set forth herein.

D. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Agreement fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the underlying arrangement upon written notice to the other Party.

E. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

F. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

G. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the State of Washington.

H. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

I. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

J. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

K. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative’s position with the other Party.

L. Certain Provisions Not Effective in Certain Circumstances. The provisions of this Agreement relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic PHI from or on behalf of Covered Entity.

M. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties’ obligations with respect thereto, the terms of this Agreement shall control.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:** Contract amendment between Whatcom County and ReSources for Youth Solid Waste Reduction and Recycling Education Services

**ATTACHMENTS:**
1. Info Sheet
2. Executive Memo
3. 2 copies of contract

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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.)

The purpose of this contract is to implement a countywide waste reduction and recycling education program for youth at the elementary, middle and high school levels. The focus of the program is on waste prevention, recycling, composting, household hazardous waste and proper waste disposal. Students will gain an understanding of the impact of their personal choices on the waste stream and have an opportunity to apply that to their classroom, school, and home settings. This agreement was already in place through the end of August, 2017 at which time it would have expired if not renewed. The purpose of this amendment is to extend the contract through the end of 2017, bringing it in line with the County’s budget cycle and the calendar year.

**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).
Enclosed are two (2) originals of a contract amendment between Whatcom County and ReSOURCES for your review and signature.

- **Background and Purpose**
The purpose of this contract is to implement a countywide waste reduction and recycling education program for youth at the elementary, middle and high school levels. The focus of the program is on waste prevention, recycling, composting, household hazardous waste and proper waste disposal. Students will gain an understanding of the impact of their personal choices on the waste stream and have an opportunity to apply that to their classroom, school, and home settings. This agreement was already in place through the end of August, 2017 at which time it would have expired if not renewed. The purpose of this amendment is to extend the contract through the end of 2017, bringing it in line with the County's budget cycle and the calendar year.

- **Funding Amount and Source**
This amendment increases work scope to expand middle and high school level program implementation. The amendment adds $15,000 to create a contract budget of $50,000 for 2017 as funded by the solid waste excise tax and approved by the Solid Waste Executive Committee. Funding is included in the 2017 budget. County Council approval is required because the increase to the annual contract budget exceeds $10,000.

Please contact Jeff Hegedus at extension 6044, if you have any questions regarding this amendment.

Encl.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Health  
**Program/Project:** (i.e. Dept. Division and Project) Environmental Health  
**Contract or Grant Administrator:** Jeff Hegedus  
**Contractor’s / Agency Name:** ReSources

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>
| Is this the result of a RFP or Bid process?                            | ☑  | ☐  | RFP 15-25  
| Cost Center: 140203                                                     |    |    |  
| Is this agreement excluded from E-Verify?                              | ☑  | ☐  | Yes ☑  

If YES, indicate exclusion(s) below:
- ☑ Professional services agreement for certified/licensed professional.  
- ☐ Contract work for less than $100,000.  
- ☐ Contract work 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.
  - Professional Service Contract Amendments that have an increase greater than $20,000 and other contracts with a cumulative increase greater than $50,000.
- ☐ RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.

**Contract Amount:** (total amount of original contract and any prior amendments):
- $ 70,000

**This Amendment Amount:**
- $ 35,000

**Total Amended Amount:**
- $ 105,000

**Summary of Scope:** The purpose of this contract is to implement a countywide waste reduction and recycling education program for youth at the elementary, middle and high school levels. The focus of the program is on waste prevention, recycling, composting, household hazardous waste and proper waste disposal. Students will gain an understanding of the impact of their personal choices on the waste stream and have an opportunity to apply that to their classroom, school, and home settings.

**Term of Contract:**  1 year  
**Expiration Date:**  12/31/2017

**Contract Routing:**
- Preparer: pj  
- Attorney signoff: rb  
- AS Finance: bbennett  
- IT reviewed:  
- Contractor signed:  
- Submitted to Exec.:  
- Council approved (if necessary):  
- Executive signed:  
- Original to Council:  
- Date: 10/6/16  
- Date: 11/1/16  
- Date: 11/01/16  
- Date: 11/2/16  
- Date: 11/22/16

345
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201509021

PARTIES:
Whatcom County
Whatcom County Courthouse
311 Grand Avenue
Bellingham, WA  98225

AMENDMENT NUMBER: 2

AND CONTRACTOR:
ReSources
2309 Meridian St.
Bellingham, WA 98225

CONTRACT PERIODS:

Original: 09/01/2015 – 08/31/2016
Amendment #1 09/01/2016 – 08/31/2017
Amendment #2 01/01/2017 – 12/31/2017

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE EXTENSION BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

===============================================

DESCRIPTION OF EXTENSION:

1. Amend the General Conditions by removing Section 10.2 Extension.

2. Extend the agreement 4 months through 12/31/2017 as allowed by Section 10.1 Term.

3. Amend the General Conditions, Section 34.1 Proof of insurance by adding the following:

   Automobile Liability: In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

4. Amend Exhibit “A” Scope of Work, II Statement of Work to increase the number of education activities. A revised Exhibit “A” is attached.

5. Amend Exhibit “B” Compensation to increase the annual budget from $35,000 to $50,000. A revised Exhibit “B” is attached.

6. Funding for this extended contract period (01/01/2017 – 12/31/2017) is not to exceed $50,000.

7. Funding for the total contract period (09/01/2015 – 12/31/2017) is not to exceed $105,000.

8. All other terms and conditions remain unchanged.

9. The effective start date of the extension is 01/01/2017.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION. Signature is required below.

==================================================================================================

APPROVAL AS TO PROGRAM: John Wolpers, Environmental Health Division Manager Date 11/14/16

DEPARTMENT HEAD APPROVAL: Regina A. Delahunty, Health Department Director Date 11/14/16

APPROVAL AS TO FORM: Royce Buckingham, Civil Deputy Prosecuting Attorney Date 11/18/16

FOR THE CONTRACTOR:

Contractor Signature ___________________________ Print Name and Title China Hoyer, Executive Director Date 11/24/16

(STATE OF WASHINGTON)

COUNTY OF WHATCOM

On this Second day of November, 2016, before me personally appeared Christine Hoyer, to me known to be the Executive Director and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Rebecca Weakle

NOTARY PUBLIC in and for the State of Washington, Residing at 523 S State St. Bellingham, WA

My Commission expires: 2/27/2018

FOR WHATCOM COUNTY:

Jack Louws, County Executive ___________________________ Date________________________

(STATE OF WASHINGTON)

COUNTY OF WHATCOM

On this ______ day of ______________________, 2016, before me personally 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 ___________________________ Residing at ___________________________

My Commission expires:
I. Background

Consistent with recommendations in the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan, the purpose of this contract is to implement a countywide waste reduction and recycling education program for youth at the elementary, middle and high school levels. The focus of the program is on waste prevention, recycling, composting, household hazardous waste and proper waste disposal. Students will gain an understanding of the impact of their personal choices on the waste stream and have an opportunity to apply that to their classroom, school, and home settings.

The primary goals of the Whatcom County Youth Waste Prevention and Recycling Education Program are to:

- **Educate** students about the problems associated with waste generation and disposal
- **Discuss** product manufacturing and issues regarding resource depletion
- **Teach** why and how to prevent waste and increase recycling and composting
- **Identify** ways students can make smart consumer choices to reduce the amount and toxicity of waste
- **Engage** students in solving the litter, garbage and hazardous waste problems at their schools, at home and in the larger community
- **Encourage** students, teachers and community members to participate in action projects in their classroom, schools and in the larger community

II. Statement of Work

Contractor will plan, promote and present waste reduction and recycling programs to students in Whatcom County. Contractor will provide educational presentations and youth action projects that reflect the most recent waste reduction, recycling and disposal opportunities available in Whatcom County and address Washington State curriculum guidelines. Although teaching strategies and activities will be adapted to various topics and grade levels, the basic concepts and goals of the program will be to:

Contractor will utilize existing curriculum and in-class presentations, modify or develop new programs and collaborate with other local organizations and businesses to enhance the program’s depth and breadth when applicable.

**Services will include continuing existing elementary programs, Green Classroom Certification and in-class waste reduction and recycling presentations, as well as developing and refine a more succinct and effective program for middle and high school students.**

**Elementary School Education Services**

Contractor will deliver 80 elementary school programs, in-classroom presentations or support visits as follows:

**Green Classroom Certification**

The Green Classroom Certification program will utilize workshops, pledges, and action projects to challenge students to think critically about their use of natural resources and see how waste is an integral part of our everyday lives. Hands-on activities and projects will provide them the opportunity to brainstorm solutions and take action to promote waste reduction and recycling.

In an effort to support busy teachers, the program will be designed with several teacher benefits. The program must address current state academic curriculum and standard requirements and provide up to 10 hours of extra support for teachers throughout the certification process, both in and out of the classroom. Each workshop shall be tailored to meet student needs through grade-level appropriate activities and the program must engage the students and encourage direct involvement and initiative in their own learning. Contractor will
guide participating classrooms through the following steps:

- **Step 1: Host a Workshop**
- **Step 2: Make a Pledge**
- **Step 3: Complete an Action Project**
- **Step 4: Get Certified**

Contractor will offer educators alternative in-class presentations and activities to include paper-making projects, age-appropriate use of puppets, props, storytelling, poetry, games, interactive activities, videos, and multimedia presentations.

Contractor will incorporate new information, techniques, props and media to present the most up-to-date information available.

### Middle and High School Programs

Contractor will implement at least 40 education presentations, field trips, workshops and/or hands-on learning opportunities for middle and high school students in a solid, robust program. Contractor will work with interested schools, teachers and students to update existing materials and generate new programs that incorporate their interests and needs. These programs will be thoroughly evaluated for success and potential for long-term implementation.

Contractor will create a small 'menu' of opportunities based on current best practices in education and the most up to date information on waste management practices. Contractor will contact middle and high school teachers and staff will be contacted and offered program options including:

- Waste Audits
- Class Presentations
- Lunch Room Education
- Student Initiated Action Projects

### Youth Organizations

Contractor will engage with youth organizations to provide the same or similar educational opportunities and technical assistance. Outreach efforts will target organizations and after-school programs such as Boy and Girls Club, Sterling Meadows homework club, Boy Scouts, Wild Whatcom or others on an interest basis.

### Promotion, Recruitment and Evaluation

Contractor will create promotional and support materials to enhance engagement in the programs for all grade levels and actively recruit participants through a variety of media and methods. Promotion and recruitment will occur through regular e-newsletters, targeted emails, social media, local media articles highlighting events and program participants and more. Contractor will use educator feedback and other methods to evaluate program materials and delivery techniques. The results of these evaluations will be reported to the County and used for program improvement.

### Additional Support

Contractor will offer additional solid waste education support to teachers, schools and youth organizations when requested or as needed. The support may be assistance with action projects, demonstration kits, printed materials and/or consultations. Collaboration with other community partners including Washington State University Cooperative Extension is encouraged.

### Timeline

<table>
<thead>
<tr>
<th>January – June</th>
<th>Promote, schedule and deliver classroom presentations, projects and support visits; collect and analyze evaluation data; update materials as needed; quarterly and monthly reporting.</th>
</tr>
</thead>
<tbody>
<tr>
<td>June – August</td>
<td>Update materials as necessary; develop/update programs for middle/high school program; promote, schedule and deliver youth group presentations,</td>
</tr>
</tbody>
</table>

HL_010117_ReSources_Solid_Waste_Education_Services_Amend_#2
III. Reporting Requirements

Contractor will report contract activities to the contractor as follows:

**Monthly Reports** - These reports will show hours, expenses and work completed and will be provided to the County by 15th day of each month.

**Quarterly Reports** - Four quarterly reports will detail the work accomplished during the previous quarter along with any proposed amendments to the work plan. Reports will be provided to the County by the 15th of the month in December, March, June and September. Information from the final quarter of the contract period will be compiled into the final report, described below.

**Final Report** - A final report will summarize the work accomplished during the contract period, and will include a list of the schools contacted and the number of presentations delivered. A summary of how the program reduced the size and/or toxicity of the waste stream, increased recycling, or aided in the proper disposal of materials that could not be recycled will be compiled from the quarterly reports. This final report will be provided to the County by January 15th.
I. **Budget and Source of Funding:** The source of funding for this contract, in the amount not to exceed $50,000, is from solid waste excise tax.

II. **Allowable Costs**

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Billing Rate</th>
<th>Total Hours</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education Team</td>
<td>$37.60/hr</td>
<td>930 hrs</td>
<td>$34,968</td>
</tr>
<tr>
<td>Communications Manager</td>
<td>$37.60/hr</td>
<td>90 hrs</td>
<td>$3,384</td>
</tr>
<tr>
<td>Program Director</td>
<td>$40.703/hr</td>
<td>24 hrs</td>
<td>$977</td>
</tr>
<tr>
<td>Bookkeeping/Invoicing</td>
<td>$37.603/hr</td>
<td>24 hrs</td>
<td>$902</td>
</tr>
<tr>
<td><strong>Total Personnel:</strong></td>
<td></td>
<td></td>
<td><strong>$40,231</strong></td>
</tr>
<tr>
<td>Green Classroom Coordinator – ½ Vista Volunteer fee</td>
<td></td>
<td></td>
<td>$3,450</td>
</tr>
<tr>
<td>Printing and Materials</td>
<td></td>
<td></td>
<td>$1,229</td>
</tr>
<tr>
<td>Overhead (10% of Personnel Costs)</td>
<td></td>
<td></td>
<td>$4,023</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$50,000</strong></td>
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</tbody>
</table>

The contractor may transfer funds among budget line items in an amount up to 10% of the line item total; however, overhead cannot exceed the identified rate. Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County.

III. **Invoicing**

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices may be submitted electronically to HL-BusinessOffice@co.whatcom.wa.us

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

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

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

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

**NO.** 2016-386

<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:</td>
<td>pj</td>
<td>10/25/16</td>
<td></td>
<td></td>
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<tr>
<td>Division Head:</td>
<td>ad</td>
<td>11/1/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td>11/2/16</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Prosecutor:</td>
<td>nh</td>
<td></td>
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<td></td>
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<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>11/2/16</td>
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</tbody>
</table>

**TITLE OF DOCUMENT:** Housing Case Management Services contract with Lydia Place

**ATTACHMENTS:**
1. Executive memo
2. Info Sheet
3. Two copies of contract

**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 contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of the contract is to provide case management and supportive services to those individuals experiencing homelessness or who are newly housed in order to improve housing stability and reduce homelessness in Whatcom County.

**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).
Enclosed are two (2) originals of a contract between Whatcom County and Lydia Place for your review and signature.

- **Background and Purpose**
  The 2016 annual Point in Time count showed that 719 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of the contract is to provide case management and supportive services to those individuals experiencing homelessness or who are newly housed in order to improve housing stability and reduce homelessness in Whatcom County.

- **Funding Amount and Source**
  This contract is funded by the document recording fees in an amount not to exceed $162,210. Council approval is required because the contract value exceeds $40,000. An agenda bill is attached.

- **Differences from Previous Contract**
  This is a new contract; however Lydia Place has provided similar services under a previous contract. This contract requires the contractor to achieve specific outcomes that are directly related to the Whatcom County Housing Plan.

Please contact Barbara Johnson-Vinna at extension 6046, 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>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Human Services</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Barbara Johnson-Vinna</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Lydia Place</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 □ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: ________________

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): 16-47 Center: 122200

Is this agreement excluded from E-Verify? Yes □ No □ 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.

Contract Amount:(sum of original contract amount and any prior amendments):
$ 162,210

This Amendment Amount:
$ ________________

Total Amended Amount:
$ ________________

Summary of Scope: The 2016 annual Point in Time count showed that 719 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of the contract is to provide case management and supportive services to those individuals receiving rental subsidies through WHSC in order to improve housing stability and reduce homelessness in Whatcom County.

Term of Contract: 1 year Expiration Date: 12/31/2017

Contract Routing:
1. Prepared by: pj Date: 10/25/16
2. Attorney signoff: rb Date: 11/2/16
3. AS Finance reviewed:
4. IT reviewed (if IT related):
5. Contractor signed: Date: 11/11/16
6. Submitted to Exec.:
7. Council approved (if necessary):
8. Executive signed:
9. Original to Council:
CONTRACT FOR SERVICES AGREEMENT
Housing Case Management Services

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

General Conditions, pp. 3 to 10.
Exhibit A (Scope of Work), pp. 11 to 14.
Exhibit B (Compensation), pp. 15 to 16.
Exhibit C (Certificate of Insurance), p. 17.
Exhibit D (E-Verify Declaration), p. 18.

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, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2017.

The general purpose or objective of this Agreement is to provide housing case management 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 $162,210. 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 ________________, 2018.

CONTRACTOR:

Lydia Place

Emily O'Connor, Executive Director

STATE OF WASHINGTON

) ss.

COUNTY OF WHATCOM

On this 10th day of November, 2016, before me personally appeared Emily O'Connor to me known to be the Executive Director (title) of Lydia Place (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Janice M. Deptuch
NOTARY PUBLIC in and for the State of Washington, residing at 9,992, My commission expires 09-09-30
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon 11/10/16
Anne Deacon, Human Services Manager Date

Regina A. Delahunt, Director

11/14/16

Approved as to form:

Royce Buckingham, Deputy Prosecuting Attorney

11/18/16

Approved:
Accepted for Whatcom County:

By: ______________________________
    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
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:

Lydia Place
Emily O'Connor
P. O. Box 28487
Bellingham, WA 98228
360-671-7038
eoconnor@lydiaplace.org
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.
Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement
30.1 **Independent Contractor:**
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

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

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

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

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

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

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

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

34.1 **Proof of Insurance:**
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00
General Liability & Property Damage for bodily injury- $1,000,000.00
Automobile Liability - $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

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

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

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

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

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to ensure 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:

Barbara Johnson-Vinna, Housing Program Specialist
Whatcom County Health Department
508 Girard St.
Bellingham, WA 98225
(360) 778-6046
BJjohnso@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.

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:
The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and subcontracts for $25,000 or more if the primary contract is for $100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work for Whatcom County. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of
such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit.” Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

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

40.2 Contractor Commitments, Warranties and Representations: 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, 34.1, 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.
I. Background

According to the annual point in time count of homeless persons conducted in January of 2016, at least 719 people in Whatcom County were homeless. Throughout the year, more may face the prospect of losing their homes. Whatcom County’s Plan to End Homelessness provides a blueprint for how our community will work together to prevent and end homelessness. The provision of housing assistance and case management services are key strategies of the Plan.

Housing case management under WHSC partnership includes both rental subsidy and housing case management components. The WHSC staff determines client eligibility for services and authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals for case management to partner agencies, and coordinates required data collection efforts. Through this contract, Lydia Place will serve as one of the Whatcom Homeless Service Center (WHSC) partner agencies providing housing case management.

The purpose of this contract is to provide case management for individuals and families experiencing homelessness in order to improve housing stability and reduce homelessness in Whatcom County.

II. Definitions

<table>
<thead>
<tr>
<th>Housing Interest Pool (HIP)</th>
<th>Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.</th>
</tr>
</thead>
<tbody>
<tr>
<td>HMIS</td>
<td>Washington’s Homeless Management Information Services, a data base.</td>
</tr>
<tr>
<td>Permanent Supportive Housing Population</td>
<td>Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management.</td>
</tr>
<tr>
<td>Whatcom Homeless Service Center (WHSC)</td>
<td>WHSC programs provide (1) centralized coordinated system of access (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom County and according to Washington State Department of Commerce HMIS data collection requirements.</td>
</tr>
</tbody>
</table>
III. Statement of Work

The contractor will provide housing case management services. Housing case management includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include: developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households’ rights are protected; developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance. Housing case management also includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing such as: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Eligible individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

IV. Program Outcomes

During each 12-month period, the housing case management services provided by Lydia Place will deliver the following outcomes:

1. At least 75 individuals or households will receive housing case management services
2. 32 households will be stably housed after receiving housing case management services
3. The contractor will strive to rapidly rehouse clients; with the goal of most finding permanent housing within 45 days from enrollment in case management
4. At least 85% of households who obtained housing will remain stably housed 6 months after exiting case management services. (Reporting on this outcome is only available through the Whatcom Homeless Service Center.)
5. Additionally, the permanent supportive housing case management provided (.5 FTE) by Lydia Place will deliver the following outcomes:
   a. 12 households will receive permanent supportive housing case management services annually
   b. 85% of clients receiving permanent supportive housing case management services will retain permanent supportive housing for at least 6 months

If quarterly data reports (see section VI Reporting Requirements below) indicate that performance is not meeting the above outcomes, contractor will provide a report describing the cause and an action plan contractor will implement to improve contract performance.

V. Additional Requirements

The contractor will:

1. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must
be inputted into HMIS include (but are not limited to) financial services—including deposits, rental payments, and completed home visits.

2. Comply with the following HIP Referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program—a situation that should be rare—the following procedure must be followed:
   a. Contractor will submit a written description of the situation that justifies returning the client to the HIP, and
   b. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HIP case management services coordinator (or designee).
   c. The course of action mutually agreed to at the case conference will be recorded in writing, constituting a binding agreement.
   d. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.

3. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
   a. Inform clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system
   b. Inform Clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reason.
   c. Inform Clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system
   d. Inform prospective tenants what they need to do to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing
   e. In scattered site, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide Case managers free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated whenever requested
   f. Document in each client file that these expectations were communicated to the client/tenant.

4. Require professional development training for direct service staff and supervisors.

5. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.

6. Attend meetings and events coordinated by WHSC.
VI. Reporting Requirements

The contractor shall submit quarterly reports utilizing HMIS data in a format approved by the County showing the contractor’s progress toward achieving the outcomes identified above. Quarterly reports are due on April 10, July 10, October 10, January 10.

Reports will include data for only those clients served under this contract and include:

1. # of households housed this quarter and contract to date
2. For those housed this quarter, what was the number of days from enrollment in case management to obtaining housing
3. Average number of days from enrollment in case management to obtaining housing
4. # of households stably housed 6 months after exiting case management services.
5. # of new households receiving permanent supportive housing case management housed this quarter and contract to date.
6. # of days from enrollment in permanent supportive housing case management to obtaining housing
7. Average # of days from enrollment in case management to obtaining housing.
8. # of households receiving permanent supportive housing case management that retain housing after 6 months.
I. **Source of Funding:** The source of funding for this contract, in the amount not to exceed $162,210, is local document recording fees.

II. **Allowable Cost Budget**

The budget for this 12-month contract is as follows:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Documents Required Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel-Care Managers, Housing Program Supervisor</td>
<td>Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period</td>
<td>$126,241</td>
</tr>
<tr>
<td>Program specific Supplies and Postage</td>
<td>GL detail</td>
<td>868</td>
</tr>
<tr>
<td>Program specific Occupancy costs</td>
<td>GL detail</td>
<td>14,422</td>
</tr>
<tr>
<td>Mileage</td>
<td>Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the federal reimbursement rate (per <a href="http://www.gsa.gov">www.gsa.gov</a>), and a brief description of the purpose of travel.</td>
<td>2,700</td>
</tr>
<tr>
<td>Program specific Utilities &amp; phone</td>
<td>GL detail</td>
<td>2,933</td>
</tr>
<tr>
<td>Direct Service Staff Training</td>
<td>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required.</td>
<td>300</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>SUBTOTAL 147,746</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Costs*</td>
<td>10%</td>
<td>14,746</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL 162,210</td>
</tr>
</tbody>
</table>

Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County. Indirect costs shall not exceed 10%.
III. Invoicing

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

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

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

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

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

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

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

PRODUCER
Rice Insurance LLC
1400 Broadway
P.O. Box 639
Bellingham WA 98227

INSURED
Lydia Place Inc & Wise Buys
PO Box 28487
Bellingham WA 98228-0487

CERTIFICATE NUMBER: CL15122332743

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN 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>LIT</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED/SUBSCRIBER</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X OCCUR</td>
<td>PIPK1436367</td>
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<td>DAMAGE TO RENTED PROPERTY (EA occurrence)</td>
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<td>MEd EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS &amp; COMPLICATIONS</td>
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<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>ALL OWNED AUTOS</td>
<td>SCHEDULED AUTOS</td>
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<td>COMBINED SINGLE LIMIT (EA accident)</td>
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<td>BODILY INJURY (Per person)</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<td>UMBRELLA LIAB</td>
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<td>CLAIMS-MADE</td>
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<td>A</td>
<td>EMPLOYER'S LIABILITY</td>
<td>ANY PROPRIETOR</td>
<td>PARTNER</td>
<td>EXECUTIVE OFFICER</td>
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<td>E.L. DISEASE - AE EMPLOYEE</td>
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<td>E.L. DISEASE - POLICY LIMIT</td>
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<td>Aggregate</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101; Additional Remarks Schedule, may be attached if more space is required)
Additional Insured per CG2026 04/13.

CERTIFICATE HOLDER
Whatcom County Health Dept
Human Services Division
Gary Williams
509 Girard St
Bellingham, WA 98225

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Greg Gudbranson/SJR

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PATTERN - MODIFY POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): |
| Whatcom County Health Department |
| Human Services Division |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
Firm Name: _Lydia Place_

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: __11/9/14__

SIGNATURE: [Signature]

PRINTED NAME: _Emily O'Connor_
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES | Initial | Date | Date Received in Council Office | Agenda Date | Assigned to:
---|---|---|---|---|---
Originator: | pj | 10/25/16 | | 12/6/16 | Finance/Council
Division Head: | ad | 11/1/16 | | |
Dept. Head: | rb | 11/17/16 | | |
Prosecutor: | rb | 11/2/16 | | |
Purchasing/Budget: | bb | 11/4/16 | | |
Executive: | | | | |

TITLE OF DOCUMENT: Housing Case Management Services contract with Catholic Community Services

ATTACHMENTS:
1. Executive memo
2. Info Sheet
3. Two copies of contract

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 2016 annual Point in Time count showed that 719 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of the contract is to provide case management and supportive services to individuals and families residing in scattered site units and staffed housing programs.

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

FROM: Regina A. Delahunt

RE: Catholic Community Services, Housing Case Management Services

DATE: November 10, 2016

Enclosed are two (2) originals of a contract between Whatcom County and Catholic Community Services (CCS) for your review and signature.

- **Background and Purpose**
  The 2016 annual Point in Time homeless count showed that 719 persons were homeless in Whatcom County. This contract funds the provision of housing case management services to individuals and households referred through the coordinated entry program with the Whatcom Homeless Service Center. CCS case managers will serve individuals and families residing in scattered site units, as well as staffed housing programs. The majority of the population served by this contract have a history of behavioral health disorders and/or medical problems that require intensive case management services. The primary purpose of case management is to improve housing stability and reduce homelessness in Whatcom County.

- **Funding Amount and Source**
  This contract is funded by document recording fees and the Chemical Dependency/Mental Health Program Fund in an amount not to exceed $241,985. Council approval is required because the contract value exceeds $40,000. An agenda bill is attached.

- **Differences from Previous Contract**
  This is a new contract; however CCS has provided similar services under a previous contract. Between 1/1/2015 and 6/30/2016, the CCS Whatcom Housing program served 110 individuals. Eighty-six of these individuals were highly vulnerable with a history of chronic homelessness. Out of this population, 88% of those who received case management services retained their housing for at least 6 months. These outcomes directly support the Whatcom County Housing Plan. This contract includes expectations for similar outcomes in 2017.

Please contact Barbara Johnson-Vinna at extension 6046, if you have any questions or concerns regarding the terms of this agreement.

Encl.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
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<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Human Services</td>
</tr>
<tr>
<td>Contractor or Grant Administrator:</td>
<td>Barbara Johnson-Vinna</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Catholic Community Services</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>Yes ☐ No ☐</td>
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<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
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<td>Does contract require Council Approval?</td>
<td>Yes ☒ No ☐</td>
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<td>If No, include WCC: (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
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<td>Is this a grant agreement?</td>
<td>Yes ☐ No ☒</td>
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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>
<td>Yes ☒ No ☐</td>
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<td>If yes, Whatcom County grant contract number(s):</td>
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<td>Is this contract the result of a RFP or Bid process?</td>
<td>Yes ☒ No ☐</td>
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<td>If yes, RFP and Bid number(s): 16-47</td>
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<td>Center: 122200/124100/</td>
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<td>Contract Cost</td>
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<td>Is this agreement excluded from E-Verify?</td>
<td>No ☒ Yes ☐</td>
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<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
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<td>If YES, indicate exclusion(s) below:</td>
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<tr>
<td>☐ Professional services agreement for certified/licensed professional.</td>
<td>☐ Contract for Commercial off the shelf items (COTS).</td>
</tr>
<tr>
<td>☐ Contract work is for less than $100,000.</td>
<td>☐ Work related subcontract less than $25,000.</td>
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<tr>
<td>☐ Contract work is for less than 120 days.</td>
<td>☐ Public Works - Local Agency/Federally Funded FHWA.</td>
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<tr>
<td>☐ Interlocal Agreement (between Governments).</td>
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<tr>
<td>Contract Amount: (sum of original contract amount and any prior amendments):</td>
<td>$ 241,985</td>
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<td>This Amendment Amount:</td>
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<td>Total Amended Amount:</td>
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Summary of Scope: This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of the contract is to provide case management and supportive services to those individuals residing in scattered site units as well as staffed housing programs in order to improve housing stability and reduce homelessness in Whatcom County.

Term of Contract: 1 year | Expiration Date: 12/31/2017 |
CONTRACT FOR SERVICES AGREEMENT
Housing Case Management Services

Catholic Community Services, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 10,
Exhibit A (Scope of Work), pp. 11 to 14,
Exhibit B (Compensation), pp. 15 to 16,
Exhibit C (Certificate of Insurance), p. 17,
Exhibit D (E-Verify Declaration), p. 18.

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, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2017.

The general purpose or objective of this Agreement is to provide housing case management 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 $241,985. 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 10th day of November, 2016.

CONTRACTOR:

Catholic Community Services
Will Rice, Regional Chief of Operations

STATE OF WASHINGTON
COUNTY OF Whatcom

On this 10th day of November, 2016, before me personally appeared Will Rice to me known to be the Vice President (title) of CCSWW (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

LINDA L. CREUTZ
NOTARY PUBLIC
COMMISSION EXPIRES
N.OVEMBER 19, 2018

NOTARY PUBLIC in and for the State of Washington, residing at Whatcom Co., My commission expires 11/10/18.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager Date

Regina A. Delahunt, Director Date

Approved as to form:
Royce Buckingham, Deputy Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: __________________________
    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 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:

Catholic Community Services
1918 Everett Avenue
Everett, WA 98201
425-257-2111
WillR@csaww.org
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.
Series 20-29: Provisions Related to Consideration and Payments

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

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

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

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

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

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

Series 30-39: Provisions Related to Administration of Agreement
30.1 **Independent Contractor:**
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

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

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, settlements, 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 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, settlements, 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
Automobile Liability - $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

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

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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

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

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to assure 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:

Barbara Johnson-Vinna, Housing Program Specialist
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
(360) 778-6046
BJJohnso@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.

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

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

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

40.2 **Contractor Commitments, Warranties and Representations:** 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)

I. Background

According to the annual Point in Time Count of homeless persons conducted in January of 2016, at least 719 people in Whatcom County were homeless. Throughout the year, more may face the prospect of losing their homes. Whatcom County’s Plan to End Homelessness provides a blueprint for how our community will work together to prevent and end homelessness. The provision of housing assistance and case management services are key strategies of the Plan.

Housing case management under WHSC partnership includes both rental subsidy and housing case management components. The WHSC staff determines client eligibility for services and authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals for case management to partner agencies, and coordinates required data collection efforts. Through this contract, Catholic Community Services will serve as one of the Whatcom Homeless Service Center (WHSC) partner agencies providing housing case management. The majority of the population served by Catholic Community Services case management services have behavioral health challenges that require additional support to be successfully stable in housing.

The purpose of this contract is to provide case management for individuals and families experiencing homelessness in order to improve housing stability and reduce homelessness in Whatcom County.

II. Definitions

<table>
<thead>
<tr>
<th>Definition</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Interest Pool (HIP)</td>
<td>Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.</td>
</tr>
<tr>
<td>HMIS</td>
<td>Washington's Homeless Management Information Services, a data base.</td>
</tr>
<tr>
<td>Permanent Supportive Housing Population</td>
<td>Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management.</td>
</tr>
<tr>
<td>Whatcom Homeless Service Center (WHSC)</td>
<td>WHSC programs provide (1) centralized coordinated system of access (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom County and according to Washington State Department of Commerce HMIS data collection requirements.</td>
</tr>
</tbody>
</table>
III. Statement of Work

The contractor will provide housing case management services. Housing case management includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include: developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households' rights are protected; developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance. Housing case management also includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing such as: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

Housing case management services will be provided to individuals residing in scattered site apartment units and at staffed housing programs. Housing case management services will be provided to homeless individuals and households referred by the Whatcom Homeless Service Center.

Individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

IV. Program Outcomes

During this contract period, the housing case management services provided by the Contractor will deliver the following annual outcomes:

1. Seventy (70) individuals or households from the Permanent Supportive Housing population will be stably housed after receiving case management services.

2. The contractor will strive to rapidly rehouse clients; with the goal of most moving into permanent housing within 45 days from enrollment in case management.

3. At least 90% of households who obtained housing will remain stably housed 6 months after obtaining housing.

V. Additional Requirements

The contractor will:

1. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must be inputted into HMIS include (but are not limited to) financial services—including deposits, rental payments, and completed home visits.

2. Comply with the following HIP Referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program—a situation that should be rare—the following procedure must be followed:
   a. Contractor will submit a written description of the situation that justifies returning the client to the HIP, and
b. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HIP case management services coordinator (or designee).

c. The course of action mutually agreed to at the case conference will be recorded in writing, constituting a binding agreement.

d. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.

3. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:

a. Informing clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system,

b. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons,

c. Informing clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system,

d. Informing prospective tenants what they need to do to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing,

e. In scattered site, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide case managers free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated whenever requested,

f. Documenting in each client file that these expectations were communicated to the client/tenant.

4. Requiring professional development training for direct service staff and supervisors.

5. Attending Whatcom County Coalition to End Homelessness meetings and sponsored activities.

6. Attending meetings and events coordinated by WHSC.

VI. Reporting Requirements

The contractor shall submit quarterly reports utilizing HMIS data in a format approved by the County showing the contractor's progress toward achieving the outcomes identified above. Quarterly reports are due on April 10, July 10, October 10, January 10.

Reports will include data for only those clients served under this contract and include:

1. # of Permanent Supportive Housing population stably housed this quarter and year to date
2. Total number of households currently receiving case management services
3. For those housed this quarter, the number of days from enrollment in case management to obtaining housing
4. Average number of days from enrollment in case management to obtaining housing
5. # Permanent Supportive Housing population stably housed 6 months after obtaining housing.
EXHIBIT "B"
(COMPENSATION)

I. **Source of Funding**: The source of funding for this contract, in the amount not to exceed $241,985, is local document recording fees and the Chemical Dependency/Mental Health Program Fund.

II. **Allowable Cost Budget**

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Documents Required With Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Case Manager</td>
<td>Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.</td>
<td>$ 158,785</td>
</tr>
<tr>
<td>Housing Manager</td>
<td>Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.</td>
<td>46,190</td>
</tr>
<tr>
<td>Supplies</td>
<td>General Ledger Detail</td>
<td>850</td>
</tr>
<tr>
<td>Cell Phone/Data Processing/ITSupport</td>
<td>General Ledger Detail</td>
<td>2,093</td>
</tr>
<tr>
<td>Occupancy</td>
<td>General Ledger Detail</td>
<td>5,730</td>
</tr>
<tr>
<td>Mileage</td>
<td>Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled and a brief description of the purpose of travel. Mileage will be reimbursed at the GSA rate (per <a href="http://www.gsa.gov">www.gsa.gov</a>).</td>
<td>3,700</td>
</tr>
<tr>
<td>Rental History/Background Checks</td>
<td>Receipts</td>
<td>2,250</td>
</tr>
<tr>
<td>Staff Training</td>
<td>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required. Receipts required for tuition or registration fees.</td>
<td>2,000</td>
</tr>
</tbody>
</table>

**SUBTOTAL:** $ 221,598

| Indirect Cost – 9.2%                        | General Ledger Detail                                                                               | 20,387  |

**TOTAL** $ 241,985

Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County.
III. Invoicing

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

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

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

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

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

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

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS 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 Risk Management Services, Inc.
777 108th Ave NE, #200
Bellevue WA 98004

INSURED
CORPOFT-01
Corporation of the Catholic Archbishop of Seattle
Catholic Community Services LP 326;
1918 Everett Ave
Everett WA 98201

CONTACT
Stephen Ermi
PHONE (Lic. No. Exp.):
425-454-3386
FAX (AAS. No.):
425-451-3716
E-MAIL:
Stephen_Ermi@aig.com

INSURER(S) AFFORDING COVERAGE
INSCRIBER A: Underwriters at Lloyd's London
15792
INSURER B: Old Republic Union Insurance Company
31143
INSURER C: State National Insurance Company, I
12831
INSURER D:

CERTIFICATE NUMBER: 1555571199

COVERAGE

COVERAGE DESCRIPTION:

- COMMERCIAL GENERAL LIABILITY
- AUTOMOBILE LIABILITY
- UMBRELLA LIABILITY
- WORKERS' COMPENSATION
- PROPERTY

CERTIFICATE HOLDER

Whatcom County
509 Girard Street
Bellingham WA 98225
USA

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)
ENDORSEMENT attaching to and forming part of Policy No. BP1023016

NAMED ASSURED: Corporation of the Catholic Archbishop of Seattle

Effective date of this endorsement: July 01, 2016

MUNICIPALITY PERMITS:

Further, where required by written contract or evidenced in the insurance requirements of a permit issued by a municipality at the request of the NAMED ASSURED, that municipality shall be added to this policy as an Additional ASSURED but only as respects liabilities arising out of the subject matter of the written contract or issued permit and then only for liabilities arising from actions by or on behalf of the NAMED ASSURED.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the policy to which this Endorsement is attached.
Firm Name: Catholic Community Services

The undersigned declares, under penalty of perjury under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: 11/14/16

SIGNATURE:

PRINTED NAME: W. R.
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>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>pj</td>
<td>10/24/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
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<td>11/14/16</td>
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<tr>
<td>Dept. Head:</td>
<td>pd</td>
<td>11/14/16</td>
<td></td>
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<td>Prosecutor:</td>
<td>rb</td>
<td>11/2/16</td>
<td></td>
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<tr>
<td>Purchasing/Budget:</td>
<td>hh</td>
<td>11/4/16</td>
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<tr>
<td>Executive:</td>
<td>tms</td>
<td>11/28/16</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TITLE OF DOCUMENT: Contract Amendment between Whatcom County and Sustainable Connections for implementation of the Commercial Waste Reduction and Recycling Education Program.

ATTACHMENTS:
1. Executive Memo
2. Info Sheet
3. 2 Copies of Contract

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.)

In support of the county objective of achieving a 50% waste reduction and recycling rate, and consistent with recommendations in the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan, the Commercial Waste Reduction Education and Technical Assistance Program will increase countywide waste reduction and recycling rates by providing commercial waste audits and detailed technical waste assessments, action plans and performance evaluations for companies operating in the construction and food industries. The purpose of this contract is to increase participation in commercial waste reduction and recycling programs, focusing primarily on waste organics and construction and demolition recycling programs.

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
FROM: Regina A. Delahunt, Director
RE: Sustainable Connections, Commercial Waste Reduction Education Services, Contract Amendment #1
DATE: November 14, 2016

Enclosed are two (2) originals of a contract amendment between Whatcom County and Sustainable Connections for your review and signature.

- **Background and Purpose**
  In support of the county objective of achieving a 50% waste reduction and recycling rate, and consistent with recommendations in the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan, the Commercial Waste Reduction Education and Technical Assistance Program will increase countywide waste reduction and recycling rates by providing commercial waste audits and detailed technical waste assessments, action plans and performance evaluations for companies operating in the construction and food industries. The purpose of this contract is to increase participation in commercial waste reduction and recycling programs, focusing primarily on waste organics and construction and demolition programs. This amendment extends the agreement for an additional year and increases funding and scope.

- **Funding Amount and Source**
  This amendment is funded in an amount not to exceed $50,000 from the Solid Waste Excise Tax and has been approved by the Solid Waste Executive Committee. County Council approval is required because the increase in funding from $35,000 to $50,000 exceeds $10,000.

- **Differences from Previous Contract**
  This agreement was originally a seven month agreement funded at $35,000. This amendment extends the agreement for a 1 year period and increases the scope and funding to cover activities over the 2017 calendar year.

Please contact Jeff Hegedus at extension 6044, if you have any questions or concerns regarding the terms of this agreement.

Encl.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Environmental Health</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Sustainable Connections</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
<td>201605003</td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td>If No, include WCC: (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>Yes [x] No [ ]</td>
</tr>
<tr>
<td>If yes, grantor agency contract number(s):</td>
<td></td>
</tr>
<tr>
<td>CFDA#:</td>
<td></td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td>If yes, Whatcom County grant contract number(s):</td>
<td></td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Yes [x] No [ ]</td>
</tr>
<tr>
<td>RFP 16-16</td>
<td></td>
</tr>
<tr>
<td>Cost Center: 140203</td>
<td></td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>No [ ] Yes [x]</td>
</tr>
<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
<td></td>
</tr>
<tr>
<td>If YES, indicate exclusion(s) below:</td>
<td></td>
</tr>
<tr>
<td>[ ] Professional services agreement for certified/licensed professional.</td>
<td></td>
</tr>
<tr>
<td>[x] Contract work is for less than $100,000.</td>
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<td>[ ] Interlocal Agreement (between Governments).</td>
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<td>[ ] Contract for Commercial off the shelf items (COTS).</td>
<td></td>
</tr>
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<td>[ ] Work related subcontract less than $25,000.</td>
<td></td>
</tr>
<tr>
<td>[ ] Public Works - Local Agency/Federally Funded FHWA.</td>
<td></td>
</tr>
<tr>
<td>Contract Amount:(sum of original contract amount and any prior amendments):</td>
<td>$ 35,000</td>
</tr>
<tr>
<td>This Amendment Amount:</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$ 85,000</td>
</tr>
</tbody>
</table>

Summary of Scope: In support of the county objective of achieving a 50% waste reduction and recycling rate, and consistent with recommendations in the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan, the Commercial Waste Reduction Education and Technical Assistance Program will increase countywide waste reduction and recycling rates by providing commercial waste audits and detailed technical waste assessments, action plans and performance evaluations for companies operating in the construction and food industries. The purpose of this contract is to increase participation in commercial waste reduction and recycling programs, primarily focusing on waste organics and construction and demolition programs.

| Term of Contract: | 1 Year  |
| Expiration Date: | 12/31/2017  |

Contract Routing:
1. Prepared by: pj
2. Attorney signoff: rb
3. AS Finance reviewed: bbenett
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: 10/24/16  Date: 11/2/16  Date: 11/4/16  Date: 11/19/16  Date: 11/22/16.
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201605003

PARTIES:
Whatcom County
Whatcom County Courthouse
311 Grand Avenue
Bellingham, WA 98225

AMENDMENT NUMBER: 1

Sustainable Connections
1701 Ellis St., Suite 221
Bellingham, WA 98225

CONTRACT PERIODS:
Original: 06/01/2016 – 12/31/2016
Amendment #1 01/01/2017 – 12/31/2017

AND CONTRACTOR:

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE EXTENSION BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF EXTENSION:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract “General Terms, Section 10.2, Extension”.

2. Replace Exhibit A, Scope of Work, with the attached Exhibit A which increases scope to reflect the 12 month period of performance.

3. Replace Exhibit B, Compensation, with the Attached Exhibit B which increases funding from $35,000 per year to $50,000 to support the increased Scope of Work.

4. Funding for this extended contract period (01/01/2017 – 12/31/2017) is not to exceed $50,000.

5. Funding for the total contract period (06/01/2016 – 12/31/2017) is not to exceed $85,000.

6. All other terms and conditions remain unchanged.

7. The effective start date of the extension is 01/01/2017.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION.

Signature is required below.

=====================================================================  
APPROVAL AS TO PROGRAM:  
John Wolpers, Environmental Health  11/14/16  

DEPARTMENT HEAD APPROVAL:  
Regina Delahant, Health Department Director  11/14/16  

APPROVAL AS TO FORM:  
Royce Buckingham, Civil Deputy Prosecuting Attorney  11/18/16  

FOR THE CONTRACTOR:  

<table>
<thead>
<tr>
<th>Contractor Signature</th>
<th>Print Name and Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Derek Long</td>
<td>Executive Director</td>
<td>11/16</td>
</tr>
</tbody>
</table>

STATE OF WASHINGTON)  
COUNTY OF WHATCOM  

On this 10th day of November, 2016, before me personally appeared Derek Long, to me known to be the Executive Director and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Sandra Jo Korthuis  
NOTARY PUBLIC in and for the State of Washington  
Residing at Bellingham  
My Commission expires: 7/17/2019  

FOR WHATCOM COUNTY:  

Jack Louws, County Executive  
Date  

STATE OF WASHINGTON)  
COUNTY OF WHATCOM  

On this _____ day of ____________, 2016, before me personally 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.

Sandra Jo Korthuis  
NOTARY PUBLIC in and for the State of Washington  
Residing at Bellingham  
My Commission expires: 

400
I. Background

In support of the county objective of achieving a 50% waste reduction and recycling rate, and consistent with recommendations in the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan, the Commercial Waste Reduction Education and Technical Assistance Program will decrease countywide waste by providing commercial waste audits and detailed technical waste assessments, action plans and performance evaluations for companies operating in the construction and food industries. The purpose of this contract is to increase participation in commercial organics recovery programs and promote construction and demolition recycling programs.

II. Statement of Work

The contractor will conduct commercial waste audits and provide waste reduction and recycling technical assistance services to 70 businesses primarily in the construction industry food service industry, and hospitality/events sector.

For each business participating, contractor will:

1. Facilitate detailed waste assessment and action plans:
   a. Connect businesses and waste haulers to perform waste assessments; and
   b. Evaluate waste reduction measures (including recycling, composting, and source reduction), develop action plans; and
   c. Coordinate peer learning opportunities such as workshops, case studies, tours of model businesses.

2. Support action plan implementation:
   a. Support businesses’ employee engagement activities including workplace signage, presentations;
   b. Troubleshoot implementation challenges; share best practices and resources; and
   c. Provide businesses with program decals, posters and other promotional materials.

3. Evaluate business performance:
   a. Ensure that partner waste haulers and business directors provide quarterly waste/recycling reports to establish a baseline measure and support performance tracking over the grant term; and
   b. Collect data from participant businesses to include changes in waste generated, participant awareness, attitudes and knowledge of recycling opportunities, barriers and solutions.

III. Program Requirements

Additionally, contractor will:

1. Produce 4 case studies highlighting successful new program participants and industries;
2. Promote program and acknowledge participating businesses in media releases and agency communications;
3. Conduct 4 Toward Zero Waste Workshops targeting 75 total participants;
4. Conduct 1 Integrated Toward Zero Waste and sustainable practices workshop targeting 25 participants;
5. Create a cross industry Commercial Office Waste Reduction and Recycling Toolkit; and
6. Promote the Toward Zero Waste brand county-wide across workplaces, schools and residences.

IV. Reporting Requirements

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

I. **Budget and Source of Funding:** The source of funding for this contract, in the amount not to exceed $50,000, is solid waste excise tax revenue.

II. **Budget:**

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Documentation Required with Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel – salaries &amp; benefits</td>
<td>Detailed General Ledger Report</td>
<td>$ 46,400</td>
</tr>
<tr>
<td>Mileage</td>
<td>Mileage Log - Mileage will be billed at the current IRS rate available at <a href="http://www.gsa.gov/portal/category/104715">http://www.gsa.gov/portal/category/104715</a></td>
<td>$ 600</td>
</tr>
<tr>
<td>Printing / Graphics Design</td>
<td>Invoice, receipt or General Ledger Report</td>
<td>$ 3,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 50,000</strong></td>
</tr>
</tbody>
</table>

III. **Invoicing:**

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

2. The Contractor shall submit invoices to **HL-BusinessOffice@whatcomcounty.us**

   or

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

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

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

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

5. **Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
**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>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>GSS</td>
<td>11/21/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td>GSS</td>
<td>11/21/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>FT</td>
<td>11/22/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>N</td>
<td>11/22/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>BB</td>
<td>11/22/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>M</td>
<td>1.28.16</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Contract For Services With Associated Earth Sciences, Inc.

**ATTACHMENTS:** Memo  
Contract

<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>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</td>
<td></td>
<td></td>
</tr>
</tbody>
</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.)

Contract between Whatcom County and Associated Earth Sciences, Inc. for groundwater monitoring services to support the ongoing groundwater modeling project in the north county.

**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>

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).
TO: The Honorable Jack Louws, County Executive, and Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Director

FROM: Gary S. Stoyka, Natural Resources Program Manager

DATE: November 21, 2016

RE: 2017 Groundwater Monitoring Services

Requested Action
Enclosed are two (2) originals of a contract between Whatcom County and Associated Earth Sciences, Inc. (AESI) for your review and signature.

Background and Purpose
The work in this contract includes groundwater monitoring activities for late 2016 and 2017 to support the ongoing groundwater modeling project for the Lynden-Everson-Nooksack-Sumas area of Whatcom County. The goal of the modeling project is to develop a model which will adequately assess the impacts to surface water flow from groundwater pumping. The model will be designed so that it can be expanded to include other WRIA 1 areas. The results of the modeling project will be used to inform the development of a water management plan that balances the needs of salmon and other aquatic resources with out-of-stream water needs.

Funding Amount and Source
The estimated budget for this contract is $17,025.00. The Whatcom County Council "earmarked" $40,000 for Planning Unit work in the 2016 council budget. On November 16, 2016, the WRIA 1 Planning Unit voted to utilize the remaining 2016 funding for this contract, subject to the approval of the County Council.

Please contact Gary Stoyka at extension 6218, 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>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Natural Resources</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Gary Stoyka</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Associated Earth Sciences, 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 [ ] No [x]
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: ________________________

**Does contract require Council Approval?** Yes [ ] No [x]
If No, include WCC: 3.08.100
(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): ________________________

**Is this contract the result of a RFP or Bid process?** Yes [ ] No [x]
If yes, RFP and Bid number(s): RFQ 14-25
Contract Cost Center: 1100

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

If YES, indicate exclusion(s) below:

- [ ] Professional services agreement for certified/licensed professional.
- [x] 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.

**Contract Amount: (sum of original contract amount and any prior amendments):**

$ 17,025.00

**This Amendment Amount:**

$ ________________________

**Total Amended Amount:**

$ ________________________

**Summary of Scope:** Provide groundwater monitoring services in the Lynden-Everson-Nooksack-Sumas area of Whatcom County to support the on-going groundwater modeling project.

**Term of Contract:** Time and materials not to exceed.

<table>
<thead>
<tr>
<th>Expiration Date:</th>
<th>12/31/17</th>
</tr>
</thead>
</table>

**Contract Routing:**

1. Prepared by: Gary S Stoyka Date: 11/17/16
2. Attorney signoff: Daniel L. Gibson Date: 11/17/16
3. AS Finance reviewed: mdc Date: 11/18/16
4. IT reviewed (if IT related): Date: 11/21/16
5. Contractor signed: Date: 11/21/16
6. Submitted to Exec.: Date: 11/22/16
7. Council approved (if necessary): Date: 11/22/16
8. Executive signed: Date: 11/22/16
9. Original to Council: Date: 11/22/16
ASSOCIATED EARTH SCIENCES, 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. 1 to 7,
Exhibit A (Scope of Work), pp. 8 to 9,
Exhibit B (Compensation), pp. 9 to 9,
Exhibit C (Certificate of insurance).

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

The term of this Agreement shall commence on the 16th day of December, 2016, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2017.

The general purpose or objective of this Agreement is to conduct groundwater monitoring activities in the Lynden-Everson-Nooksack-Sumas area 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 $17,025.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ______________________, 20__.

CONTRACTOR:

ASSOCIATED EARTH SCIENCES, INC.

[Signature]

(Vice President)

(State in Name & Title of Signatory)

STATE OF WASHINGTON

COUNTY OF Snohomish

On this 21 day of November, 20___ before me personally appeared Charles Lindley, Vice President (title) of Associated Earth Sciences, Inc. (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]

[Name]

NOTARY PUBLIC in and for the State of Washington, residing at [MAYSVILLE]. My commission expires [1/1/20].

[Seal]
WHATCOM COUNTY
Recommended for Approval:

[Signature] 11/22/14
Department Director       Date

Approved as to form:

[Signature] 11/22/16
Prosecuting Attorney       Date

Approved:

By: __________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
    ) ss
COUNTY OF WHATCOM  )

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

__________________________________________________________________________

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

CONTRACTOR INFORMATION:

Associated Earth Sciences, Inc.
(Type in Name of Contractor/Firm)

__________________________________________________________
(Type in Name & Title of Signatory Authorized by Firm Bylaws, if applicable)

Address:
_2911-½ Hewitt Avenue, Suite 2
_Everett, WA 98201

Mailing Address:
__________

Contact Name: Charles S. Lindsay

Contact Phone: 425-259-0522

Contact FAX: 425-252-3408

Contact Email: clindsay@aesgeo.com
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

11.2 Termination for Reduction in Funding: 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.

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

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

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

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

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

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

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

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

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

31.2 Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

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

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

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:
Property Damage - $500,000.00 per occurrence;
General Liability & Bodily injury- $1,000,000.00 per occurrence.

A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit "C". This insurance shall be considered as primary and non-contributory, and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

Professional Liability - $1,000,000 per occurrence:
If the professional liability insurance is a claims made policy, and if the contractor discontinues 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.

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.
It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

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

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to ensure 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.

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:

Gary S. Stoyka, Whatcom County Public Works Department, 322 N. Commercial St., Ste.110, Bellingham, WA 98225

37.2 **Notice:**
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

38.2 **Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:** Not Applicable
38.3 E-Verify:
The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and sub contracts for $25,000 or more if the primary contract is for $100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

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

40.2 Contractor Commitments, Warranties and Representations: 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.
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)

Contractor shall monitor ground water elevations in 15 wells located throughout Whatcom County and already outfitted with data loggers and barometers as part of the Lynden-Everson-Nooksack-Sumas ground water modeling project. The loggers and barometers record data hourly. Services will include the following:

- Visit each well quarterly and download available water level and barometric pressure data. Check that loggers are working properly and that available memory is sufficient to store data. Make repairs and adjustments as necessary to maintain accurate data recording.
- Measure water depths manually with an electric water-level tape.
- Compensate raw water level data to account for barometric pressure.
- Calculate ground water elevations based on logger data, manual water depth measurements, ground surface elevation, and height of the well casing relative to ground surface.
- Compile ground water elevation data into a spreadsheet, plot ground water elevations over time, and provide the compiled and graphed data to the County.
- Complete aquifer tests and/or install data loggers in additional wells as opportunities arise as directed by the County.
EXHIBIT "B"
(COMPENSATION)

As consideration for the services provided pursuant to Exhibit A, "Scope of Work", the County agrees to compensate the contractor according to the hourly rates provided below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage will be billed at IRS rate. Other expenditures not specified in the rate sheet below shall be reimbursed at actual cost. All sub-consultant services shall be billed at cost plus 15%.

Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed $17,025.00. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

Personnel Charges - Engineers, Hydrogeologists, Geologists, Scientists, and Technicians
Sr. Principal ................................................................. $210.00/hour
Principal ................................................................. $180.00/hour
Sr. Associate ............................................................. $160.00/hour
Associate ............................................................... $150.00/hour
Senior ................................................................. $140.00/hour
Sr. Project ............................................................. $130.00/hour
Project ............................................................... $115.00/hour
Sr. Staff ................................................................. $100.00/hour
Staff ............................................................... $85.00/hour
Legal Testimony (4 hour minimum) ........................................... $400.00/hour

Other Personnel and Disbursement Charges
CAD Operator and Workstation ........................................... $95.00/hour
Prints – Sizes A and B .................................................. $2.00/each
Prints – Sizes C, D, E, and F ........................................... $5.00/each
Project Assistant .......................................................... $75.00/hour
Laboratory Technician ................................................... $75.00/hour
Clerical, Word Processing, etc. .......................................... $60.00/hour
Computer Services (GIS) ................................................ $85.00/hour
Subcontractors and Miscellaneous Expenses ...................... cost plus 15%
Water Level Data Logger ............................................... $50.00/month
Barometer Data Logger .................................................. $40.00/month

Laboratory Charges
Amended Topsoil Bioretention Suite .................................... $770.00/each
Atterberg Limit .......................................................... $110.00/test
Combined Sieve and Hydrometer ....................................... $193.00/test
Consolidation ............................................................ $385.00/test
Constant Head Permeability (ASTM:D2434-68) ............... $385.00/test
Direct Shear ................................................................. $385.00/3 point test
Ethylene Glycol Test (3 rock minimum) ........................... $115.00
Fractured Face Count (AASHTO T-335) ......................... $80.00/test
Hydrometer ................................................................. $165.00/test
Moisture Content ......................................................... $25.00/test
Organic Content .......................................................... $70.00/test
Percent Passing #200 ..................................................... $60.00/test
Permeability-Fines (Falling Head) ..................................... $200.00/test
Permeability-Granular Soils (Falling Head) ....................... $200.00/test
Proctor ASTM:D-1557 and ASTM:D-698 ....................... $200.00/test
Sand Equivalent .......................................................... $110.00/test
Sieve with Organic Burn ................................................ $170.00/test
Sieve with Wash #200 ................................................... $110.00/test
Specific Gravity + #4 .................................................... $65.00/test
Specific Gravity - #4 ..................................................... $70.00/test
Other laboratory tests and equipment rental will be provided on a per job basis.
CERTIFICATE OF LIABILITY 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
Niehl Insurance Agency
375 118th Ave Se #103
Bellevue WA 98005

CONTACT NAME:
PHONE (425) 644-1600
FAX (425) 644-2152
E-MAIL:
INSURER(S) AFFORDING COVERAGE
The Hartford Casualty Insurance Co
Sentinel Insurance Co. Ltd.

INSURED
Associated Earth Sciences Inc
911 5Th Ave Suite 100
Kirkland WA 98033

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES
CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: WHATCOM COUNTY IS INCLUDED AS ADDITIONAL INSURED PER SS0008 ATTACHED. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION APPLIES. THE COUNTY INSURANCE SHALL NOT SERVE AS A SOURCE OF CONTRIBUTION.

CANCELLATION

WHATCOM COUNTY PUBLIC WORKS DEPT.
322 N. COMMERCIAL ST., SUITE 110
BELLENGHAM WA 98225

AUTHORIZED REPRESENTATIVE

AI 113346

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ACORD 25 (2014/01)
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:** 2017-2019 Interlocal Agreement between the City of Bellingham and Whatcom County for the Lake Whatcom Homeowner Incentive Program

**ATTACHMENTS:**
1. Memo
2. Interlocal 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.)

The City of Bellingham (City) and Whatcom County (County) wish to cooperatively implement the Lake Whatcom Homeowner Incentive Program (HIP) for the purpose protecting water quality in Lake Whatcom and meeting Lake Whatcom Total Maximum Daily Load (TMDL) phosphorus reduction requirements. HIP is a non-regulatory program that provides technical and cost share incentives to landowners who voluntarily install stormwater best management practices (BMPs) that improve water quality. The City and County partnered to implement a pilot HIP from 2011-2016. This interlocal agreement defines City and County obligations for the cooperative administration of HIP from 2017 - 2019.

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

THROUGH: Jon Hutlings, Public Works Director

FROM: Gary Stoyka, Natural Resources Program Manager
      Rob Ney, Special Programs Manager
      Kirk N. Christensen, P.E., Stormwater Supervisor

DATE: November 16, 2016

RE: Interlocal Agreement between Whatcom County and the City of Bellingham for the Lake Whatcom Homeowner Incentive Program

Please find attached for your review and signature two (2) copies of an interlocal agreement between Whatcom County and the City of Bellingham for implementation of the Lake Whatcom Homeowner Incentive Program (HIP).

- **Background & Purpose**
  HIP is a joint City of Bellingham (City) and Whatcom County (County) non-regulatory program that provides technical assistance and financial incentives to homeowners who voluntarily install stormwater best management practices (BMP) that reduce phosphorus loading from their property to Lake Whatcom. The purpose of HIP is to help meet Lake Whatcom Total Maximum Daily Load (TMDL) requirements. HIP was initially developed and piloted under a Washington State Department of Ecology grant from 2011 to 2015. Both the City and County continued the pilot program in 2016. Working together through the Lake Whatcom Management Program, the City and County wish to cooperatively implement an improved HIP beginning in 2017. This interlocal agreement defines City and County obligations for the cooperative administration of HIP from 2017 - 2019.

- **Funding Amount and Source**
  This agreement outlines the terms for reimbursement from the City to the County for costs incurred to implement HIP above $100,000 per year, the amount budgeted in 2017 and 2018 in cost center 123211.

If you have any questions, please contact Ingrid Enschede at extension 6229.

Attachments
### Whatcom County Contract Information Sheet

**Originating Department:** Public Works  
**Program/Project:** Stormwater  
**Contract or Grant Administrator:** Ingrid Enschede  
**Contractor’s / Agency Name:** City of Bellingham

- **Is this a New Contract?** Yes □ No □  
  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):  
- **Is this contract the result of a RFP or Bid process?** Yes □ No X  
  - If yes, RFP and Bid number(s):  
  - Contract:  
  - Cost Center: 123211
- **Is this agreement excluded from E-Verify?** No □ Yes X  
  - 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.
- X 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):  
$ 0

**This Amendment Amount:**  
$  

**Total Amended Amount:**  
$  

**Summary of Scope:** The City of Bellingham (City) and Whatcom County (County) wish to cooperatively implement the Lake Whatcom Homeowner Incentive Program (HIP) for the purpose protecting water quality in Lake Whatcom and meeting Lake Whatcom Total Maximum Daily Load (TMDL) phosphorus reduction requirements. HIP is a non-regulatory program that provides technical and cost share incentives to landowners who voluntarily install stormwater best management practices (BMPs) that improve water quality. The City and County partnered to implement a pilot HIP from 2011-2016. This interlocal agreement defines City and County obligations for the cooperative administration of HIP from 2017-2019.

**Term of Contract:**  
- **Date of signature – 12/31/2019**
- **Expiration Date:** 12/31/2019

#### Contract Routing:

1. Prepared by: Ingrid Enschede  
   - Date: 11/16/16
2. Attorney signoff: Daniel L. Gibson  
   - Date: 11/17/16
3. AS Finance reviewed: M Caldwell  
   - Date: 11/17/16
4. IT reviewed (if IT related):  
   - Date: 11/22/16
5. Contractor signed:  
   - Date:  
6. Submitted to Exec.:  
   - Date:  
7. Council approved (if necessary):  
   - Date:  
8. Executive approved:  
   - Date:  
9. Original to Council:  
   - Date:  

Last edited 10/01/15
2017-2019 INTERLOCAL AGREEMENT
CITY OF BELLINGHAM – WHATCOM COUNTY
LAKE WHATCOM HOMEOWNER INCENTIVE PROGRAM

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the City of Bellingham (the "City"), 210 Lottie Street, Bellingham, WA 98225, and Whatcom County (the "County"), County Courthouse, 311 Grand Avenue, Bellingham, WA 98225 pursuant to the Washington Interlocal Cooperation Act Chapter 39.34 Revised Code of Washington.

RECITALS

WHEREAS, the geographic area comprising the Lake Whatcom watershed is located partially within the corporate limits of the City and partially within unincorporated areas of the County; and

WHEREAS, the United States Environmental Protection Agency (USEPA) approved the final Total Maximum Daily Load study for phosphorus and fecal coliform bacteria in April 2016, which requires the City and the County to develop a response strategy; and

WHEREAS, from 2011-2016 the City and County partnered to implement a pilot program known as the Homeowner Incentive Program (HIP) to support homeowner-driven water quality Best Management Practices (BMPs) on private properties; and

WHEREAS, the current Lake Whatcom Management Program (LWMP) 5-year Work Plan (2015-2019) lists the HIP as a significant and shared effort to be undertaken by the project partners and co-managers of the Lake Whatcom Reservoir, under Section 2, Stormwater; and

WHEREAS, the explicit purpose of the HIP is to improve water quality in Lake Whatcom by managing runoff from private properties in both jurisdictions by implementing a cooperative program that shares resources and funding to achieve a shared goal; and

WHEREAS, the Lake Whatcom Management Program has conducted significant research, evaluation, and planning exercises to expand and improve the HIP beginning in 2017 and presented those proposed changes to both City and County Councils; and

WHEREAS, funding associated with the Lake Whatcom Management Program (LWMP) can be utilized for this shared program for tasks described as (i) program administration, (ii) outreach and education; (iii) geotechnical research, (iv) technical assistance and project review, (v) financial cost-sharing for HIP-approved projects (including native landscaping, rain gardens, infiltration trenches, media and sand filtration, dispersion, and permeable pavement); (vi) construction assistance and inspection; and (vii) follow up visual monitoring and assessment; and

WHEREAS, individual components of the HIP may be contracted by either the City or the County; and

WHEREAS, the County has entered into an interlocal agreement with the Whatcom Conservation District to implement significant portions of the HIP activities, with the support of both City and County staff and management; and
WHEREAS, the parties desire to enter into this Agreement in order to define their respective obligations for the cooperative administration of the HIP through, at minimum, 2019, which is the timeframe of the existing 5-Year Work Plan.

NOW THEREFORE, the City and the County agree as follows:

TERMS AND CONDITIONS

1. **Purpose.** The purpose of this Agreement is to set the terms whereby the City and the County will work cooperatively to administer the HIP within a portion of the Lake Whatcom watershed located both within City limits and in unincorporated areas of the County.

2. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement. As a recipient of City funds, the County shall, as a condition of this Agreement, comply with all requirements for administration of the program as outlined in Exhibit "A", Homeowner Incentive Program (HIP) General Guidelines and Requirements ("Guidelines").

3. **County Responsibilities.**

   3.1 The County, and/or its subcontractors and agents, will perform work necessary to meet the conditions of the Guidelines, including but not limited to contacting interested landowners, aiding them in plan development, approving designs that meet the HIP requirements, inspecting projects to assure compliance with design requirements and aiding landowners in submitting reimbursement requests.

   3.2 The County will ensure that eligible reimbursement payments are made to landowners in a timely fashion and in conformance with Exhibit "A", the Guidelines.

   3.3 The County will ensure that projects completed using HIP resources are documented, inspected, and maintained through a mutually-agreed upon HIP Easement and Maintenance Agreement.

   3.4 The County will provide funding for the HIP at $100,000 per year for 2017 and 2018 and will seek reimbursement from the City for additional HIP expenditures above the County’s annual contribution.

4. **City Responsibilities.** The City will partially fund the project through direct reimbursement to the County as follows:

   4.1 **Reimbursement of County-Incurred Expenses.** The City will process County-incurred expenses related to management and administration of the HIP as described in Exhibit "A", the Guidelines. These expenses may include, but are not limited to, interlocal agreements, contracts with consultants, equipment, studies, and specific material purchases related to HIP-approved activities.

   4.2 **Reimbursement of Landowner-Incurred Expenses.** The City will reimburse the County for payments made as reimbursements to homeowners completing an approved HIP project. Payments for such will require documentation as described in
Exhibit "A", proving completion of an approved project as well as all landowner agreements required as part of the project.

5. **Payment.** Each request for payment herein is to be submitted in the usual form of a claim for services rendered, which claims shall be supported by detailed documentation of the services actually performed and expenses incurred so as to comply with auditing requirements and the terms of participation in HIP. Payment shall be upon City approval of claims and in accordance with customary procedures.

6. **Term.** This Agreement shall be effective for services performed from the approval date of this Agreement through December 31, 2019. It may be terminated by either party upon the giving of 30 days' written notice to the other, at which time any remaining financial obligations for services rendered shall be paid in full according to the provisions of **Section 5. Payment**, above. Immediately upon receipt of a termination notice, the County shall cease incurring or authorizing additional expenditures pursuant to this Agreement.

7. **Responsible Persons.** The persons responsible for administration of this Agreement shall be the Whatcom County Public Works Director and the City of Bellingham Public Works Director or their respective designees.

   - Jason Porter  
     Storm and Surface Water Manager  
     City of Bellingham Public Works  
     2221 Pacific St.  
     Bellingham, WA. 98229  
     Phone: (360) 778-7800  
     Fax: (360) 778-7801

   - Gary Stoyka  
     Natural Resources Program Manager  
     Whatcom County Public Works  
     322 N. Commercial St., Suite 110  
     Bellingham, WA 98225  
     Phone: (360) 778-6218  
     Fax: (360) 778-6231

   The City contact and telephone number for billing/invoice questions is Andy Wojciechowski, Public Works Engineering (360) 778-7700

   The County contact and telephone number for billing/invoice questions is Randy Rydel, Public Works Administration, (360) 778-6217.

8. **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, except that the documentary products of the Lake Whatcom Homeowner Incentive Program shall be deemed the property of both the parties to this Agreement.

9. **Future Acts.** The parties anticipate that this Agreement may be amended to address further actions, following an evaluation of the specific management options to be developed during the Project.

10. **Liability.** The City agrees to defend and indemnify the County from any claims, damages or liabilities arising out of the City's negligent acts or omissions. Likewise, the County agrees to defend and indemnify the City from any claims, damages or liabilities arising out of the County's negligent acts or omissions.

11. **Subcontracting.** The County shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The
County shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Agreement, and subcontractors shall be deemed to be bound by all the terms hereof.

12. **Rights in Data.** All documents, maps, and other materials of whatever kind prepared by the County or its agents pursuant to this Agreement shall be deemed property of the City and County upon completion of the Project or termination of this Agreement.

13. **Modifications.** The terms of this Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

14. **Applicable Law.** In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and the venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.

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

16. **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.

17. **Recordation.** Upon execution of this Agreement, the County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.

IN WITNESS WHEREOF, the parties have signed this Agreement this ______ day of ________________, 20___.

CITY OF BELLINGHAM

By ______________________________
Kelli Linville, Mayor

WHATCOM COUNTY

By ______________________________
Jack Louws, County Executive
Approved as to form:

Daniel L. Gibson
Whatcom County Deputy Prosecuting
Attorney

Jon Hutchings, Director of Public Works

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this _____ day of ______________, 20___, before me personally appeared, to me
KELLI LINVILLE known to be the Mayor of CITY 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: ______________

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss.

On this _____ day of ______________, 20___, 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: ______________
EXHIBIT "A": HOMEOWNER INCENTIVE PROGRAM (HIP) GENERAL GUIDELINES AND REQUIREMENTS ("Guidelines").

The Homeowner Incentive Program (HIP) provides technical assistance and financial reimbursement to support the installation of water quality best management practices (BMPs) on private properties within the Lake Whatcom Watershed. The HIP is operated as a function of the Lake Whatcom Management Program and program administration is shared between the City of Bellingham and Whatcom County.

The following general guidelines and requirements represent the agreed-to structure of the HIP. These guidelines set the expectations for HIP projects and are intended to ensure that resources are applied equitably by the participating jurisdictions and their agents or subcontractors and that projects will be implemented consistently across jurisdictional boundaries.

1. Eligible Properties. Any project which qualifies for reimbursement must be located within the current and accepted boundaries of HIP. Specifically, properties must be located within the geographic areas that drain to Basin 1 or Basin 2 of the Lake Whatcom watershed, defined as those properties between Strawberry Point (to the Southwest) and Dellesta Point (to the Southeast) and extending north to the outlet of Lake Whatcom as shown in Exhibit B. Properties that drain to infrastructure that diverts runoff outside of the Lake Whatcom watershed are not eligible.

2. Tiered Assistance Levels. Funding and technical assistance resources must be directed appropriately to the properties identified as "High Priority" or "Low Priority" as defined and approved by the jurisdictions. Specifically, "High Priority" lots are shoreline, creek-adjacent, and large lawn (as agreed to by the jurisdictions) and "Low Priority" lots are all others within the eligible area described above and shown in Exhibit B. The criteria for "High Priority" may be adjusted to respond to program needs as agreed to and approved by the jurisdictions.

3. Thresholds. Projects qualifying for HIP under the "High Priority" designation must improve at least 25% of the developed site area to qualify for HIP funding. The developed site area is equivalent to the total area of lawn, paved surfaces, roofs, and ineffective landscaping on the property. Forested areas do not count toward developed area. Forested areas are defined as those areas containing at least four inches of natural groundcover (e.g., mulch or duff) and at least 75% canopy coverage when viewed from an aerial photograph and containing no noxious weeds as defined by the Washington State Noxious Weed Board. Projects under the "Low-Priority" designation must achieve at least the lesser of 1,000 square feet of improved area or 25% of developed area, to qualify for funding.

4. Project Types and Outcomes. Completed projects must meet HIP design and construction requirements and must provide a public water quality protection benefit to qualify for HIP.
   a. High-Priority Properties
      i. Primary Best Management Practices (BMPs). Acceptable HIP projects must install at least one of the following BMPs consistent with approved specifications and design requirements agreed to by the jurisdictions: i) native landscaping, ii) Lake Whatcom Rain Garden, iii) rock-filled infiltration facility, iv) media filter drain (MFD), v) Clean Beach, vi) dispersion, vi) or BMPs not found on this list but providing equal phosphorus reduction as determined in writing by a representative of each jurisdiction.
ii. Secondary BMPs. Upon adequate completion of a BMP in the above list, additional BMPs can be installed, at the participant's discretion. These BMPs must accomplish further phosphorus or runoff reduction. Specifically, these BMPs may include: i) rainwater harvesting and reuse, 2) permeable pavement surfacing, and/or iii) proprietary treatment devices.

iii. Combined Outcome. BMPs shall be employed in such a way that the Primary BMPs meet the threshold for improved site area described in Section 3 above, and Secondary BMPs increase that overall improvement. BMPs which provide duplicative treatment or do not provide additional public benefit are not eligible for reimbursement.

b. Low-Priority Properties. Properties which do not qualify for the High-Priority tiered assistance level may install, per the agreed-to requirements of the jurisdictions, the following project types: i) native landscaping, ii) simple rain gardens/landscaped depressions, and/or iii) simple rock-filled trenches. The minimum threshold for these types of projects is an improvement of at least 1,000 square feet or 25% of developed area, whichever is smaller.

5. Additional Improvements. Landowners may include other landscaping improvements in their site plan in addition to HIP approved BMPs according to the following conditions:

a. Costs associated with additional improvements are not eligible for reimbursement and must be documented separately from HIP eligible costs, and

b. Additional improvements must be clearly labeled as additional work outside of HIP-eligible improvements, and drawn to scale on the site plan, and

c. Additional improvements may not trigger any City or County development regulations.

6. Compliance with Seasonal Restrictions on Land Disturbance in the Lake Whatcom Watershed.

a. HIP Projects that include land-disturbing activities must comply with seasonal restrictions on this type of work, which limit land disturbing activities to the period from June 1 - September 30, annually.

b. Landscaping components of approved HIP Projects may be completed outside of this window, provided that:

   i. Work consists only of mulching and planting per the HIP Native Landscaping BMP, and

   ii. Provisions are made for erosion and sediment control actions adequate to prevent water quality impacts and consistent with applicable standards.

7. Easement and Maintenance Agreement. All property owners choosing to implement a HIP approved water quality improvement project will be required to sign an Easement and Maintenance Agreement as mutually agreed upon by the City and County. The Landowner is expected to conduct maintenance activities as described in the agreement and the agreement will run with the land in perpetuity from the date of the original signature by the landowner.

8. Reimbursement Structure.

   a. High-Priority Properties
i. Amount. Work completed on these sites is eligible for a reimbursement rate of $1.30 per square foot of area treated by HIP BMPs.

ii. Eligible Items. Only expenses that lead directly to a public water quality benefit may be reimbursed. Homeowners may claim reimbursement for materials, equipment, tools, delivery, haul away, and professional services (design and labor) provided by a HIP-certified professional. All items must be deemed necessary and justified for the purposes of project completion. Materials shall be deemed appropriate by referencing the approved HIP Standard Details and Specifications for the BMPs as approved by the jurisdictions. Materials or services that do not meet these specifications may be ineligible.

iii. Non-Certified Professionals. Property owners may choose to hire a professional who has not been trained or certified through HIP. Those professional services are only 75% reimbursable and must meet the following criteria to be considered an eligible expense:

1. The business or individual must be registered as a legal business in the State of Washington and must be found on the searchable online database provided by the State of Washington Department of Revenue.

2. For projects occurring within the City of Bellingham, the business or individual must be registered with the City of Bellingham Finance Department and authorized to collect fee for service within city limits. Endorsements specific to Bellingham City must be found on the Department of Revenue's searchable online database.

b. Low-Priority Properties

i. Amount. Work completed on these sites is eligible for a reimbursement equal to $1.30 per square foot of area planted with HIP-approved native landscaping, with a maximum of $6,000 per property over the length of this program, for HIP-eligible materials only. Labor costs will not be reimbursed.

ii. Eligible Items. Only expenses that lead directly to a public water quality benefit may be reimbursed. Homeowners may claim reimbursement for materials utilized to complete a HIP Native Landscaping project. All items must be deemed necessary and justified for the purposes project completion. Materials shall be deemed appropriate by referencing the approved HIP Standard Details and Specifications for the BMPs as approved by the jurisdictions. Materials that do not meet these specifications may be ineligible.

c. Common to Both Types of Properties

i. Ineligible Items. Any expense that provides solely a private benefit to the property owner is not eligible for reimbursement. Any professional services provided for work that is not eligible must be broken out in invoices submitted for reimbursement or the entire invoice may be subject to rejection.

ii. Definitions regarding eligibility. Exemptions for materials or services not found on the approved list of reimbursable items will be construed narrowly and final declaration of eligibility lies with the jurisdictions. Unique situations
may be considered on a case-by-case basis and additional reimbursable items may be approved in writing by a representative of each jurisdiction.

d. Reimbursement Process. All reimbursed payments must be accompanied by proper documentation that allows the jurisdictions to confirm that the project meets the goals and requirements of the HIP. Documentation includes agreed-to reimbursement forms, project data as needed to report performance and participation, and signed and recorded landowner agreements.
EXHIBIT B: MAP OF ELIGIBLE PROPERTIES

Legend
- Public Roads
- Streams
- HIP Eligible Area
- City of Bellingham

Lake Whatcom Basin 1
Lake Whatcom Basin 2
Delliesta Point
Strawberry Point

0 0.25 0.5 1 Miles

North

430
### Title of Document: Permit Tracking & Data Management Software Consultant – Selection Services

**Attachments:**
1. Cover Memo
2. Contract Information Sheet
3. Contract Amendment #1

**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 amend the agreement between Whatcom County and SoftResources LLC in the amount of $52,465.00 for consulting services to assist with Request for Proposal (RFP) management, vendor analysis, demos, and decision support 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:                Amendment to Contract for Permit System Software Consultant

DATE:              December 19, 2016

Enclosed for your consideration is the proposed Amendment No. 1 between Whatcom County and SoftResources LLC for consulting services to assist with the selection of a software vendor to replace 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.

Whatcom County selected SoftResources from Request for Proposal (RFP) #15-60 and entered into Contract #201601015 to assist the county plan for the replacement of the current permit system. SoftResources worked with the county to complete technical review, workflow analysis, requirements analysis, preliminary budget, implementation strategy, presentations and the preparation of an RFP. RFP #16-66 for Permit Tracking & Data Management Software was issued on 11/02/2016.

The purpose of this amendment is to retain SoftResources to assist the county with the next phase of the project which is to select a permit system software vendor from the RFP. SoftResources will provide the following services:

- RFP Management
- Vendor Analysis
- Vendor Demos
- Decision Support for Vendor Selection
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 amendment is $52,465.00. The source of funding is the Information Technology base budget.

  Please contact Perry Rice at x5235 or Brian Johnson at x5245 if you have any questions or concerns regarding this amendment.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>AS - Information Technology (IT)</th>
</tr>
</thead>
<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 ☒

If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201601015

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): RFP #15-60 Contract Cost Center: 369100 & 507110

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.

Contract Amount:(sum of original contract amount and any prior amendments):

| $ 85,115.00 |

This Amendment Amount:

| $ 52,465.00 |

Total Amended Amount:

| $ 137,580.00 |

Contracts that require Council Approval (incl. agenda bill & memo)

- Professional Services Agreement above $20,000.
- Bid is more than $50,000.
- Professional Service Contract Amendments that have an increase greater than $20,000 and other contracts with a cumulative increase greater than $50,000.

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

Summary of Scope:

Request approval for the County Executive to amend the agreement between Whatcom County and SoftResources LLC in the amount of $52,465.00 for consulting services to assist with Request for Proposal (RFP) management, vendor analysis, demos, and decision support for a new permit tracking and data management system.

Term of Contract: 1-Year Expiration Date: 12/31/2017

Contract Routing:

1. Prepared by: P. Rice  Date: 11/19/2016
2. Attorney signoff:  Date: 11/22/16
3. AS Finance reviewed:  Date: 11/22/16
4. IT reviewed (if IT related):  Date: 11/19/2016
5. Contractor signed:  Date: 11/23/16
6. Submitted to Exec.:  Date: 11/22/16
7. Council approved (if necessary):  Date: 11/23/16
8. Executive signed:  Date: 11/23/16
9. Original to Council:

Last edited 10/01/15
Amendment No. 1
Whatcom County Contract No. 201601015
CONTRACT BETWEEN WHATCOM COUNTY AND
SoftResources LLC (SoftResources)

THIS AMENDMENT is to the Contract between Whatcom County and SoftResources, dated January 27, 2016 and designated "Whatcom County Contract No. 201601015." In consideration of the mutual benefits to be derived, the parties agree to the following:

The following attached documents are additions to the original contract Scope of Work hereby referenced and made as part of this Agreement:

- Statement of Work – RFP #15-80 – Permit Tracking and Data Management Software Consultant – Selection Services
- Hour and Fee Estimate for Whatcom RFP Management – RFP and Demo Process

This Amendment increases the maximum consideration by $52,465.00 to a total consideration of $137,580.00.

This Amendment extends the term of this agreement to December 31, 2017.

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

This Amendment takes effect: December 7, 2016, regardless of the date of signature.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23 day of November, 2016.

CONTRACTOR:

(SOFTRESOURCES LLC)

Spencer Arnesen
Principal

STATE OF WASHINGTON

COUNTY OF King

On this 23 day of Nov., 2016 before me personally appeared Spencer Arnesen to me known to be the Principal (title) of SoftResources LLC (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Notary Public
State of Washington
Christine Panian
My Commission Expires 05/02/2020

Amendment No. 1 to Contract for Services Agreement
Permit System Consultant

Page 0
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 )
) ss
COUNTY OF WHATCOM )

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

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

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
Statement of Work

RFP #15-60
Permit Tracking and Data Management
Software Consultant – Selection Services

Whatcom County, Washington

November 21, 2016

Prepared by SoftResources LLC
Spencer Arnesen, CPA, Principal
425.216.4030
sarnesen@softresources.com
Statement of Work for Software Selection Services

This Statement of Work (SOW) details services and pricing for the County to engage SoftResources to assist with RFP Management, Vendor Analysis, Demos, and Decision services for Whatcom County’s Permit Tracking and Data Management Project. The following Work Plan is arranged by phase along with estimated timeline and deliverables. Some common tasks within different phases may be performed concurrently.

Phase 1 Project Management Continued

1.2. Project Management

SoftResources will continue to manage the Project Plan and maintain project related communications and project status updates with the County via email and teleconference on a monthly basis.

Deliverables: Status Updates

Phase 4 – RFP

SoftResources will assist the County with the RFP solicitation.

4.2 RFP Management

SoftResources will work with the County to complete a successful RFP solicitation as follows:

a. **Vendor Notification.** The County will issue the RFP according to its purchasing requirements. SoftResources will assist to notify the Long List of vendors of the County’s RFP.

b. **Solicitation Activities.** Work with the County to prepare for and assist with the facilitation of pre-bidders conference calls and vendor questions and answers. We recommend the County allow the vendors at least 4 weeks to prepare proposal responses to the County’s RFP.

Phase 5 – Vendor Analysis

SoftResources will work together with the County to evaluate the RFP vendor proposals, conduct detailed vendor analysis, and advise the County as they determine a Short List of approximately three solutions. The vendor analysis will be thorough, objective, and detailed using the County’s Key Requirements.

5.1 Vendor Evaluation

The County will receive the RFP vendor proposals and provide one hardcopy and one softcopy to SoftResources. SoftResources will work with the County to analyze the vendors as follows:

a. **Initial Review of Vendor Proposals.** The proposals received by the County will undergo an initial review. Those vendors who do not pass this initial review will be eliminated based on the following:

   - RFP Compliance
   - Vendor Experience with Similar Entities
   - Cost Estimates for Software, Implementation and Training
✓ County Specific Requirements

b. **Detailed Vendor Analysis.** Conduct detailed vendor analysis with remaining vendors. Direct contact is made with the vendor development and technical personnel to validate, clarify, and challenge the information provided by the vendors in their proposals. Vendor viability, key requirements fit, costing and implementation assumptions are all discussed. These detailed discussions mitigate the risk of inaccurate assumptions about the requirements and the vendors’ answers, and provide insight into the vendor’s software, culture and viability fit to the County.

5.2 Short List Recommendation

SoftResources will compile the detailed vendor analysis into a Short List Comparison Chart as follows:

a. **Short List Comparison Chart.** Prepare the Short List Comparison Chart that compares the vendor’s responses to the Requirements section of the RFP. This Chart will highlight the fit/gap of the Short Listed vendors to the County’s requirements. The document will include annotations as to any additional insights gained from the vendor review. The comparison chart is a valuable decision tool and will aid the County to prepare for the software demos and in the final decision.

b. **Pricing Analysis.** A review of the estimated cost over five years for the vendors on the Short List in an equalized format.

c. **Short List Presentation.** Prepare an executive-level PowerPoint document that provides an overview of the project to date, identification of the Short List, an executive summary of each of the short listed vendors based on the information provided in their RFP and the additional research information. The Short List information will be presented to the County on-site at County offices. The County will make the final determination of the Short List vendors.

**Deliverables:**
- Short List Comparison Chart
- Pricing Analysis
- Short List Presentation

### Phase 6 – Software Demos

The County approved Short List of vendors will continue to be evaluated through on-site scripted software demonstrations. This will allow the County to evaluate the software in more detail and how it will support County-specific requirements.

6.1 Demo Script and Request for Demo Letter

SoftResources will create a custom Demo Script and Request for Demo Letter as follows:

a. **Demo Script.** SoftResources will create the Demo Script using the County’s key requirements. The Demo Script will be delivered via email to the County for review and discussion. SoftResources will update the Demo Script with County input, finalize, and return to the County via email. The County will approve and issue to the short listed vendors.

b. **Request for Demo Letter.** Customize SoftResources' Request for Demo Letter template to reflect the County’s environment and requirements including information about whom to contact at the County, expectations for the demos, and instructions to the short list vendors on how to properly prepare for the live demonstrations. The Request for Demo Letter will be delivered to the County via
email. The County will finalize and issue the Request for Demo Letter with the Demo Script to the short listed vendors.

**Deliverables:** Demo Script  
Request for Demo Letter

### 6.2 Demo Facilitation

SoftResources will assist the County to prepare for the software demos and facilitate on-site vendor demos as follows:

a. **Schedule On-Site Vendor Demos.** Assist the County to schedule the short listed vendor demos. At this time we anticipate three 2-day vendor demos plus a Demo Wrap Up Meeting the day following the final demo. We recommend that the County schedule the live demonstrations as close together as possible for best comparative analysis.

b. **Conduct Pre-Demo Meetings.** Work with the County to set up and conduct Pre-Demo Meetings with each short listed vendor to assist the vendors to prepare for successful demos. This is typically done via teleconference. The Pre-Demo Meetings provide each short listed vendor the opportunity to address questions they have regarding the County's project or the Demo Script.

c. **Facilitate On-Site Demos.** Attend and facilitate the on-site demos at the County. As noted, the length of the software demos will depend on the number of modules included in the scope. At this time we estimate three, 2-day demos, but this may change depending on the needs of the County. Demo facilitation includes:
   - Manage the time, vendor, and questions during the demo process to make sure that the vendor covers the important points on the script and that demo attendees see the information they need to make an initial informed decision.
   - Provide Demo Feedback documents to all attendees who will keep notes and rate the demos. Collect the Demo Feedback documents at the conclusion of each demo. At the completion of each demo conduct a brief wrap-up with the County’s Project Team to address unanswered questions and discuss the next-day schedule.
   - Summarize Demo Feedback collected from the attendees’ during the demos and present it to the County.

d. **Facilitate Demo Wrap-Up Meeting.** On the day following the final software demo facilitate an on-site Demo Wrap-Up Meeting with the County. The purpose of this meeting is for the County to determine the finalist vendor or vendors.

**Deliverables:** Demo Wrap Up Facilitation

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**Phase 7 – Decision**

SoftResources will provide advice and tools to guide and assist the County through the due diligence and final decision activities with the finalist vendor(s). The County will make the final decision.
7.1. Decision Analysis

Assist the County to conduct due diligence with one or two finalist vendors and to make the final decision. SoftResources will continue to manage vendor communications and provide guidance through the final decision as follows:

a. **Final Decision Support.** Provide tools and templates, assist through the review of data collected throughout the vendor evaluation process, and advise the County through the final decision process.

b. **Vendor Management.** Continue to manage vendor communications and questions and do follow up work and act as a liaison with the vendors.

c. **Due Diligence Demos.** Advise the County through the process of Due Diligence Demos with the approximately two finalist vendors to gather details around key areas of functionality that may have been difficult to fully evaluate during the initial on-site demos. Typically managed through a web-demo process.

d. **Vendor Reference Checks.** Advise the County through the Vendor Reference Check process, and provide our Reference Check template that includes directions and pertinent questions to structure and maximize the reference checks.

e. **Final Decision Meeting.** Prepare for and participate with the County in the Final Decision Meeting on-site. Discuss information gathered and facilitate discussion of the pros and cons of the finalist vendors and assist the County to make the final software decision. The County will make the final decision.

**Deliverables:**
- Reference Check Templates
- Final Decision Tools and Templates
Pricing

SoftResources will provide all services outlined in this SOW on a fixed fee basis. Travel expenses will be billed separately as incurred. SoftResources’ hourly rates will remain the same:

<table>
<thead>
<tr>
<th>Core Team Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$175/hour</td>
</tr>
<tr>
<td>Project Consultant</td>
<td>$150/hour</td>
</tr>
</tbody>
</table>

The following table summarizes the hours and fees by phase. The expense estimate assumes 3 trips to Bellingham (Short List Presentation, Demo Facilitation, and Final Decision Meeting).

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Hours</th>
<th>Fees $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1.2 Project Management</td>
<td>40</td>
<td>$6,600</td>
</tr>
<tr>
<td>4</td>
<td>4.2 RFP Management</td>
<td>24</td>
<td>4,000</td>
</tr>
<tr>
<td>5</td>
<td>Vendor Analysis</td>
<td>104</td>
<td>16,600</td>
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<tr>
<td>6</td>
<td>Software Demos</td>
<td>100</td>
<td>16,800</td>
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<tr>
<td>7</td>
<td>Decision</td>
<td>40</td>
<td>6,500</td>
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<tr>
<td>Total Fixed Fees</td>
<td></td>
<td>308</td>
<td>$50,500</td>
</tr>
<tr>
<td>Estimated Expenses</td>
<td></td>
<td></td>
<td>1,965</td>
</tr>
<tr>
<td>Total Fixed Fees and Expenses</td>
<td></td>
<td></td>
<td>$52,465</td>
</tr>
</tbody>
</table>
Hour and Fee Estimate for Whatcom RFP Management - RFP and Demo Process

<table>
<thead>
<tr>
<th>Work Performed by Phase</th>
<th>Director $175</th>
<th>Manager $150</th>
<th>Total Hours</th>
<th>Estimated Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 1 - Project Initiation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2. Project Management</td>
<td></td>
<td></td>
<td>24 16 40</td>
<td>6,600</td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td>24 16 40</td>
<td>6,600</td>
<td></td>
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<tr>
<td><strong>Phase 4 - Request for Proposal</strong></td>
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<tr>
<td>4.1 Prepare RFP Draft</td>
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<tr>
<td>4.2 RFP Management</td>
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<td>24</td>
<td>4,000</td>
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<tr>
<td><strong>Total Hours</strong></td>
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<td>4,000</td>
<td></td>
<td></td>
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<td><strong>Phase 5 - Vendor Analysis</strong></td>
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<tr>
<td>5.1 Vendor Evaluation</td>
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<td></td>
<td>24 40 64</td>
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<tr>
<td>5.2 Short List Recommendation</td>
<td>16 24 40</td>
<td>6,400</td>
<td></td>
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<tr>
<td><strong>Total Hours</strong></td>
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<td></td>
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<td><strong>Phase 6 - Software Demos</strong></td>
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<td></td>
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<tr>
<td>6.1 Demo Script and Demo Letter</td>
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<td>12 24 36</td>
<td>5,700</td>
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<tr>
<td>6.2 Demo Facilitation (3 2-day demos + wrap up)</td>
<td>60 4 64</td>
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<tr>
<td><strong>Total Hours</strong></td>
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<td>16,800</td>
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<td></td>
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<tr>
<td><strong>Phase 7 - Decision</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1 Decision Analysis</td>
<td></td>
<td></td>
<td>20 20 40</td>
<td>6,500</td>
</tr>
<tr>
<td><strong>Total Hours</strong></td>
<td>20 20 40</td>
<td>6,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Fixed Fees</strong></td>
<td>172 136 308</td>
<td>50,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Estimated Expenses</strong></td>
<td></td>
<td></td>
<td>1,965</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fixed Fees and Expenses</strong></td>
<td>52,465</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Estimated Travel Expenses

| Short List Presentation | Mileage at $.054/mile x 164 miles | 89 |
| Per Diem $51/day x 1 day x 2 persons | 102 |
| Hotel $150/night x 0 nights | - |
| **Total** | $191 |
| Demo Facilitation (3 2-day demos + wrap up) | Mileage at $0.54/mile x 164 miles x 2 trips | 177 |
| Per Diem $51/day x 7 days | 357 |
| Hotel $150/night x 7 nights | 1,050 |
| **Total** | $1,584 |
| Final Decision Meeting | Mileage at $.054/mile x 164 miles | 89 |
| Per Diem $51/day x 1 day x 2 persons | 102 |
| Hotel $150/night x 0 nights | - |
| **Total** | $191 |

Estimated Expenses $1,965
**TITLE OF DOCUMENT:** Contract for Services between Whatcom County and Whatcom Humane Society for the provision of animal control and shelter services.

**ATTACHMENTS:**
1. Memo
2. Contract

**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 Humane Society will provide animal control and shelter services to Whatcom County. Services include but are not exclusive to: housing, administering regulations, enforcement and penalties pursuant to County ordinances, statutes and local code as described in Exhibit A.

---

**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, County Executive
FROM:     Tawni Helms, Administrative Coordinator
RE:       Animal Control Services Agreement
DATE:     November 2, 2016

Enclosed are two (2) originals of a contract for services agreement between Whatcom County and the Whatcom Humane Society for your review and signature.

- **Background and Purpose**
  Whatcom County will contract with Whatcom Humane Society for the purpose of providing animal control and shelter services in compliance with Whatcom County Code and statutes as described in Exhibit A.

- **Funding Amount and Source**
  Beginning January 1, 2017 through December 31, 2018 an annual sum not to exceed Three Hundred Eighty Six Thousand Five Hundred Twenty Eight and Seventy Cents per year is to be paid in 12 monthly installments ($32,210.72).

Total compensation for a 2 year service contract shall not exceed $386,528.72 per year, for a total not to exceed $773,057.44 in 2 years.

- **Differences from Previous Contract**
  This contract includes a 3% increase from previous contract. The last increase was in 2009. The Contractor will exercise the option to purchase the three county owned vehicles used for animal control services as allowed in RFQ 16-44, relieving the county of the obligation to own and maintain the vehicles.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement,

Encl.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Originating Department: Executive Office
Contract or Grant Administrator: Tawni Helms, Administrative Coordinator
Contractor’s/Agency Name: Whatcom Humane Society

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

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: (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): RFP 16-44 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.

Contract Amount: (sum of original contract amount and any prior amendments):
$ 773,057.44

This Amendment Amount: 

Total Amended Amount: 

Council approval required for: all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:
1. Exercising an option obtained in a contract previously approved by the council.
2. Contract is for design, construction, r-e-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: Whatcom Humane Society will provide animal control and shelter services to Whatcom County. Services include but are not exclusive to: housing, administering regulations, enforcement and penalties pursuant to County ordinances, statutes and local code as described in Exhibit A.

Term of Contract: Two Years Expiration Date: 12/31/2018

Contract Routing: 1. Prepared by: Twh Date: 11/02/16
2. Attorney signoff: [Signature] Date: 11/22/16
3. AS Finance reviewed: [Signature] Date: 11/22/16
4. IT reviewed (if IT related): Date:
5. Contractor signed: Date:
6. Submitted to Exec.: Date: 11/22/16
7. Council approved (if necessary): Date:
8. Executive signed: Date:
9. Original to Council: Date:

V2.0
CONTRACT FOR SERVICES AGREEMENT
Whatcom Humane Services

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

- General Conditions, pp. 3 to 7.
- Exhibit A (Scope of Work), pp. 8 to 11.
- Exhibit B (Compensation), pp. 12 to 14.
- Exhibit C (Budget), pp. 15.
- Exhibit D (E-Verify Declaration) pp. 16.
- Exhibit E (Certificate of Insurance) pp. 17.

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, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2018.

The general purpose or objective of this Agreement is to: provide animal control and shelter services throughout unincorporated 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 Seven Hundred Seventy Three Thousand Fifty Four Dollars and Forty Four Cents. $773,057.44. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

The contractor has agreed to purchase the three county owned animal control vehicles within the first quarter of 2017. The option to purchase the vehicles was included in RFQ 16-44. The Contractor will purchase a vehicle each month from January through March, 2017. The purchase price for each vehicle will be deducted from the payment for services within the same month each vehicle is purchased.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ______________, 20__.

CONTRACTOR:

Whatcom Humane Society

Laura Clark, Executive Director

STATE OF WASHINGTON

) ss.

COUNTY OF ____________________

On this ___ day of ________, 20___ before me personally appeared Laura Clark to me known to be the Executive Director of Whatcom Humane Society 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 __________________________.

V2.0

447
WHATCOM COUNTY:
Approved as to form:

[Signature] 11/22/16
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: ____________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON    )
) ss
COUNTY OF WHATCOM    )

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

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

________________________. My commission expires ________________

CONTRACTOR INFORMATION:

WHATCOM HUMANE SOCIETY

Laura Clark, Executive Director

Address:
2172 Division Street
Bellingham, WA 98226

Mailing Address:
Same

Contact Name: Laura Clark, Executive Director

Contact Phone: 360-733-2080 ext.: 3026

Contact FAX: 360-733-4746

Contact Email: director@whatcomhumane.org

Contract for Services Agreement
Whatcom Humane Society

V2.0
GENERAL CONDITIONS

ANIMAL CONTROL SERVICES AGREEMENT
BETWEEN WHATCOM COUNTY
AND WHATCOM HUMANE SOCIETY

THIS AGREEMENT is made this ________ day of December, 2016, by and between WHATCOM COUNTY, a municipal corporation, hereinafter referred to as the "County", and Whatcom Humane Society, hereinafter referred to as the "Contractor" for the purpose of animal control services as described herein.

1. Intent: The intent of this document is for the County to obtain animal control services such as housing, administering regulations, enforcement and penalties pursuant to the following statutes and local code:

   RCW 9.08 Crimes Relating to Animals
   RCW 16.04 Trespass of Animals
   RCW 16.08 Dogs
   RCW 16.10 Dogs-Licensing- Control Zones
   RCW 16.24 Stock Restricted Areas
   RCW 16.52 Prevention of Cruelty to Animals
   RCW 16.54 Abandoned Animals
   RCW 16.68 Disposal of Dead Animals
   RCW 16.70 Control Of Pet Animals Infected With Disease Communicable To Humans
   WCC 6.04 Animal Control
   WCC 6.08 Restriction of Livestock

2. Description of Services: The Contractor agrees to provide and the County agrees to accept the services as described in Exhibit A attached hereto and incorporated herein by reference.

3. Consideration: As consideration for the services provided, the County agrees to reimburse the Contractor as set forth in Exhibit B attached hereto and incorporated herein by reference.

4. Term and Extensions: The term of this Agreement shall be for a period of twenty four months beginning January 1, 2017. The term shall be as stated regardless of the date of signature. At the conclusion of the contract, the County may extend the agreement for two consecutive two year terms. At the conclusion of the contract and any extension, the contract shall be reopened for bidding. The County reserves the right to terminate the contract at any time for substandard performance or non-compliance with contract terms.

5. Records and Reports: The Contractor agrees to maintain all books, records, documents, reports and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed under this Agreement, including a complete system of records that shall show the kinds and number of animals in its custody obtained from the unincorporated areas of Whatcom County, the locations where such animals were found, the reasons for confinement and final disposition. On a quarterly basis the Contractor shall provide the County Executive, or his or her designee, a report detailing all fees collected and all expenses and cash balances, with a comprehensive year-end report due thirty (30) days after the end of the fiscal year. The Contractor also agrees to provide the County Executive, or his or her designee, a quarterly report detailing the levels of service provided over the quarter, together with a report on the license program in accordance with Section 3.1 in Exhibit A.

All income and expenditures shall be recorded in accordance with generally accepted accounting principles. The financial records shall be subject to audit by any governmental agency with jurisdiction at a time and place mutually convenient to the parties.
6. **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, onsite 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 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.

7. **Contracts with other Governmental Jurisdictions:** The County agrees to permit the Contractor to extend its services within Whatcom County. The County does not agree to provide a financial subsidy, either directly or indirectly to any city or any other local government. The Contractor guarantees that it will manage its affairs so that any agency contracting with it for services bears that agency's pro-rata share of costs incurred.

8. **Licensing:** The contractor 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 Contractor shall also be responsible for obtaining any necessary approvals and permits and shall be given a reasonable period of time to bring operations into compliance with all laws and standards.

9. **Communications:** *Communications between the Contractor and the County shall be addressed to the regular places of business. In the case of the Contractor, the address shall be:*

   Laura Clark  
   Whatcom Humane Society  
   2172 Division Street  
   Bellingham, WA 98226

   In the case of the County, communications shall be sent to:  
   Tawni Helms, Administrative Coordinator  
   Whatcom County Executive Office  
   311 Grand Ave, Suite 108  
   Bellingham, WA 98225

10. **Administration of Agreement:**

   a. The Sheriff's office, Prosecuting Attorney and County Executive or designee shall have administrative authority to establish policies and procedures pertaining to:

   1. Training of animal control officers regarding proper conduct and enforcement actions.
   2. Setting guidelines regarding legal and enforcement issues and standards for the limited deputization of Contractor enforcement personnel.
   3. How and when citations will be issued and notifications of same shall be made.

   b. The County Executive's office shall administer all other aspects of this Agreement and shall receive all reports and documents related to this Agreement from the Contractor.

11. **Relationship to Parties:** The parties intend that an independent Contractor/County relationship will be created by the Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Contractor. Neither the Contractor, nor any agent, employee or representative of the Contractor shall be deemed to be
12. **Indemnification and Hold Harmless**: The Contractor agrees and covenants to indemnify, defend and save harmless the County and those persons who were, now are, or shall be duly elected or appointed officials or members or employees thereof, hereinafter referred to as the County, against and from any loss, damage, cost, charge, expense, liability, claim, demand or judgment, of whatsoever kind or nature, whether to persons or property, arising wholly or partially out of any act, action, neglect, omission or default on the part of the Contractor, his subcontractors, and/or employees, except to the extent such injury or damage shall have been caused by or resulted from the negligence of the County. In case any suit or cause of action shall be brought against the County on account of any act, action, neglect, omission or default on the part of the Contractor, his agents, subcontractors, and/or employees, the Contractor hereby agrees and covenants to appear and assume the defense thereof and to pay any and all costs, charges, attorney’s fees and other expenses and any and all judgments that may be incurred or obtained against the County.

In the event the County is required to institute legal action and/or participate in legal action to enforce this indemnification and hold harmless clause, the Contractor agrees to pay the County’s legal fees, costs and disbursements incurred in establishing the right to indemnification.

13. **Social Security and Other Taxes**: Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, other form of taxes, fee, licenses, excises, or payments required by any City, County, Federal or State legislation which are now or may, during the term of this Agreement, be enacted as to the Contractor and all persons employed by the Contractor as to all duties, activities, and requirements by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

14. **Proof of Insurance**: The Contractor shall maintain the following insurance coverage and shall provide the County with certificates of insurance, naming the County as additional insured on all the following policies:

   a. **General Liability**: Comprehensive general liability, premises, operations, contractual and personal injury coverage, for a minimum of $1,000,000 per occurrence.

   b. **Automobile Liability**: Comprehensive bodily injury and property damage combined limit of at least $1,000,000 per occurrence.

   c. **Automobile Collision**: Coverage adequate to replace vehicles.

   c. **Law Enforcement Professional**: False arrest, assault and battery, and related coverage, for a combined policy limit of at least $1,000,000 per occurrence.

The Contractor’s insurance shall be considered primary and non-contributory, and it shall waive all rights of subrogation. The County’s insurance shall not be required to contribute in any way.

15. **Suspension/Termination**: The County reserves the right to terminate the Agreement at any time for substandard performance or non-compliance with the terms of this Agreement. If the Contractor fails to comply fully with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including but not limited to, the suspension or termination of the Agreement in the manner specified herein.
a. Suspensions: If either party is unable to substantiate full compliance with the provisions of this Agreement, or full cooperation in its performance, the non-breaching party may suspend the Agreement pending corrective acts or investigation, which suspension shall be effective upon seven (7) days written notification to the other party.

b. Termination – Just cause: For just cause, this Agreement may be terminated by either party hereto upon thirty (30) days advance written notice to the other party unless circumstances warrant the immediate termination of the Agreement. Said written notice shall include a detailed statement of "just cause."

16. **Non-Discrimination in Employment:** The County’s policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, age, marital status, Vietnam era or disabled veteran status, or disability. 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, age, marital status, Vietnam-era or disabled veteran status, or disability, 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, Vietnam-era or disabled veteran status, or disability, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. 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.

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

18. **Assignment and/or 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.

19. **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 both parties.

20. **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.

21. **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.
22. **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.

23. **E-Verify:** The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and subcontracts for $25,000 or more if the primary contract is for $100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work for Whatcom County. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit.” Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

24. **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.
A-1. Description of Services: The Contractor agrees to provide the following described services:
   A1.1. Operate Animal Shelter Facility: The Contractor shall provide and operate such animal control shelter and care
   facilities as may be necessary to receive, maintain, care for and provide for the appropriate disposition of all animals that come
   within the legal animal control authority and responsibility of the County.

   A1.2. Conduct Animal-Related Investigations and Enforcement: The Contractor shall provide all necessary investigation,
enforcement, testimony, follow up and administrative services, including hearings, as may be required to fulfill the County's legal
responsibility regarding animals, violations of law and animal control issues.

   A1.3. Conduct Animal Control Patrol and Impoundment: The Contractor shall provide all necessary services associated
with the control of strays, dangerous or unsupervised animals including receiving reports, responding to complaints, addressing
animal-related issues, receiving and impounding animals and conducting such activities as may be reasonably necessary to
ensure the effective control of animals that come under the legal authority and responsibility of the County.

   A1.4. Administer Animal Licensing Programs: The Contractor shall provide for the administration and operation of all
animal licensing programs necessary for the County to fulfill its legal licensing responsibility under state law or county ordinance.

A-2. Legislation: The Contractor shall provide continuing assistance and advice to the County on the updating and revision of
its animal control code.

A-3. Animal License Program: The Contractor is solely responsible for administration of all licensing programs.

   A3.1. License Issuance: The Contractor shall issue animal licenses as required by the Whatcom County Code, shall
collect the required fees, and shall maintain a comprehensive set of records on all animal licenses issued by it. At the close of
each month the Contractor shall submit a report to the County Executive of licenses issued. The report shall include a list of each
license sold showing the name and address of the owner, any associated fees received by the Contractor and the description of
the animal licensed. Similar information shall be submitted for all animals impounded.

   A3.2. Stray Animal Licenses: Stray animals picked up in the County and sold or adopted to private individuals residing in
the County shall not be released to their new owners until a valid County license is obtained.

   A3.3. Education: Education programs for the general public to encourage the licensing of dogs shall be conducted at the
discretion of the Contractor at no additional cost to the County.

   A3.4. Purchase Point: The Contractor shall have an outlet where people may purchase required licenses for their
animals.

A-4. Animal Shelter Facility and Operations:
   A4.1. Shelter Hours: The shelter or a shelter representative shall be available for contact 24 hours a day, seven days a
week on an emergency-response basis. The shelter must be open at least thirty (30) hours per week on a normal basis. Current
hours the animal shelter facility is open to the public are Wednesday through Saturday from 10:00 a.m. to 6:00 p.m. and Sundays
and Mondays from 11:00 a.m. through 5 p.m. The animal shelter is currently closed to the public on Tuesdays and major holidays.
Animal care staff and animal control staff are available to respond to emergencies at the animal shelter facility 7 days a week, 365
days per year.

   A4.2. Telephones: Telephones must be answered during regular business hours and there must be an emergency
number or rotating contact whereby the shelter may be contacted 24 hours a day, seven days a week on an emergency-response
basis.
A4.3. Animal Shelter Facility: The shelter shall have an adequate number of dog kennels and cat cages, isolation facilities for sick dogs and cats, quarantine facilities for biting, dangerous or injured animals which are not necessarily sick, and access to large animal housing. The animal shelter shall be maintained in a clean and sanitary condition and the Contractor will not permit any condition to exist which might constitute a public nuisance. The kennel shall comply with the standards set forth in the Humane Society’s Uniform Standards Guidelines (HSUS) for the operation of the animal shelter. The Contractor shall provide a facility that has year round fenced and drained hard surface pads to be used as outdoor exercise yards for the animals. At a minimum there shall be two (2) exercise yards with minimum dimensions of 8 x 20 feet that comply with HSUS guidelines. The outside exercise areas are to be located within viewable distance of Contractor’s employees to maintain security of the animals within. The facility site shall be in conformance with the local zoning regulations and shall comply with all federal, state and local regulations.

A4.4. Acceptance and Care of Animals: The best possible care and treatment shall be given to all animals held in custody. Adequate housing and food shall be provided and the shelter shall not be overpopulated. The Contractor shall be responsible for the care, medical treatment, medication and inoculation required to assure the humane treatment of the animals received into the Contractor’s facility. Any injured animals coming in to the shelter must be seen by a veterinarian for treatment or decision regarding euthanasia within 24 hours of entry. The shelter shall accept unwanted small domestic pets (i.e., dogs and cats) from County residents, including strays and owner-released animals for humane euthanasia. The Contractor shall also accept pigs, goats, sheep, cattle, horses, ferrets, llamas, rabbits, hamsters, guinea pigs, snakes and domestic birds and other animals as circumstances require.

A4.5. Adoption: The Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. All animals released for adoption shall be vaccinated and either spayed or neutered. Spaying or neutering may be suspended depending on the health and age of the animal at the discretion of a licensed veterinarian associated with the Contractor.

A4.6. Disposal of Unclaimed Animals: The Contractor shall provide for the humane disposal of unclaimed animals after holding them for no fewer than 72 hours, unless sickness or injury requires earlier disposal. Under no circumstances shall unadopted animals be sold for purposes of medical research or other activities, which may harm them. The Contractor shall be responsible for maintaining animals beyond the minimum 72-hour period as may be required for the completion of any judicial process or to the extent required by law.

A4.7. Euthanasia: Humane euthanasia and disposal of unwanted animals must be by lethal injection of sodium pentobarbital or other approved method administered by a licensed veterinarian or by an agency which has obtained a Washington State and Federal Drug License and certification for staff to administer same.

A4.8. Certification: The Contractor assumes full responsibility for complying with all licensing, certification, or accreditation as required by law including regulation of facilities, programs, and euthanasia certification and licensing. Animal control and animal care managers and supervisors the executive director and other assigned staff will be certified to assist with euthanasia under the direction of a veterinarian.

A4.9 Volunteer Program: The Contractor will actively promote a volunteer program to assist with the animals, supported through the shelter as described below. Any and all volunteer programs outlined herein, created during the term of the agreement, and/or affiliated with the Contractor must be in compliance with state employment laws, and subject to any and all special insurance requirements.

1. Volunteers must be at least 12 years of age to volunteer at the shelter.
2. Volunteers between the ages of 12 and 16 must be accompanied by an adult.
3. All volunteers must attend a two hour volunteer orientation and complete animal handling classes before working directly with the shelter animals.
4. Volunteers are supervised and managed by the WHS Volunteer Services Manager.

A-5. Enforcement and Field Operations: The Contractor shall be fully responsible for taking animals into custody, transportation of animals, administration and enforcement of animal control regulations, investigation of animal control complaints,
as well as imposing penalties in accordance with Whatcom County Code and the Revised Code of Washington. Full services are required in all of rural Whatcom County, including Point Roberts, Lummi Island, and Newhalem. Dog control zones are established in all of the unincorporated areas of Whatcom County except areas designed R-5, R-10 and AG.

A5.1. **Enforcement Hours:** The Contractor shall provide for a minimum/maximum range of field operation services each week to include patrol, enforcement, investigation of complaints and impoundment of animals, including Sheriff approved after-hours call-outs. The County recognizes that the amount of field operation hours may vary and, therefore, requires that the Contractor’s animal control officers provide a minimum of 80 hours of field operation services per week and be capable and responsive to levels of activity, including Sheriff approved call-outs, that may require up to 120 hours per week, as need dictates. Within this inclusive range, the Contractor shall be responsible for all such services.

A5.2. **Emergency Response:** With regard to animal control enforcement, the Contractor shall be available twenty-four (24) hours a day, seven (7) days a week, on an emergency-response basis. Emergency response shall be for:

1. Vicious animals, animals running at large, or animals that may reasonably constitute a hazard to persons or other animals or threaten public safety.
2. Injured or very sick domestic animals.
3. Domestic animals in distress, such as those caught in traps.
4. Hardship cases or law enforcement (Sheriff) assistance matters.

Note: The Sheriff’s shift sergeant or duty staff officer shall review and authorize any questioned after-hours call-out of Contractor’s staff.

A5.3. **Complaints and Referrals:** The Contractor shall investigate and follow up on all animal control complaints referred to it by the public, appropriate officers, health services or other entities where the complaints constitute violations of Whatcom County Code Title 6.

A5.4. **Distressed Animals:** Animals in distress, including hardship cases such as owner arrest or house fires, must be taken to the shelter facilities. Vicious animals at large must be impounded. If distressed or vicious animals cannot be safely impounded, they may be destroyed.

A5.5. **Hazard Removal:** Dead domestic animals whose owners are unknown and which constitute traffic hazards on County roadways must be removed. In other instances where violations of the Code are observed, the animal shall be impounded.

A5.6. **Disposal of Dead Animals:** The Contractor shall pick up and dispose of small or large dead domestic animals from County roads within 24 hours of notification.

A5.7. **Vehicles and Equipment:** Contractor shall own and maintain the number and type of vehicles necessary to provide services as described. Contractor shall maintain appropriate insurance on all vehicles, consistent with the requirements of Section 14, Proof of Insurance, set forth hereinabove.

A5.8. **Court Appearances:** The Contractor’s personnel may, on occasion, be required to appear in court in support of enforcement action. The Contractor shall not receive additional compensation under this Agreement for these appearances.

A5.9. **Quarantine Services:** The Contractor shall provide quarantine services within incorporated and unincorporated areas of Whatcom County in accordance with the procedures outlined in WCC 6.04.140 Control of Rabid or Potentially Rabid Animals, when requested by the Health Department or when an animal of a species which may transmit disease through its saliva, bites and breaks the skin of any person. Specifically, the Contractor shall:

1. Notify the Health Department of:
   - unusual behavior of a recently captured domestic animal;
   - unusual behavior or death of a quarantined domestic animal; or
   - any non-domestic animal bite report if it is of a species which may transmit disease through its bite.
2. Notify caretakers of a quarantined animal of their duty to report unusual behavior or the death of a quarantined animal.
3. Follow-up on the status of a quarantined animal at the end of the quarantine period.
4. Obtain authorization from the Health Department prior to euthanizing any quarantined animal.
5. Remove and transport the head of any potentially rabid animal only as directed by the Health Department.
6. Assist in the capture and transport of potentially rabid bats upon request of the Health Department.

A-6. Animal Control Officers:

A6.1. Authority: The Contractor shall act as an agency on behalf of the County for the enforcement of animal control and related ordinances and statutes.

A6.2. Qualifications and Training: The Contractor assumes full responsibility for the selection, qualification, and training of its animal control officers.

A6.3. Patrol Strength: The Contractor shall provide at least a minimum of eighty (80) hours and up to one hundred twenty (120) hours weekly of field service time to carry out its obligations under this Agreement and shall ensure that sufficient staff and vehicles are available Monday through Saturday between the hours of 9:00 a.m. and 5:00 p.m. or on an alternate schedule approved by the County Executive.

A-7. Other:

A7.1. From time to time, special assistance may be required to respond to unique circumstances and/or animal care needs. Normally, such special assistance or care shall be the responsibility of the Contractor. Excessive cases may be addressed to the Executive’s Office for special consideration.

A7.2. The Contractor will make every reasonable effort to establish and maintain a positive working relationship with all organizations concerned with animal welfare in Whatcom County.

A7.3. The Contractor shall represent the County as its primary animal control service provider for the unincorporated areas of Whatcom County. As such, the Contractor will be expected to provide excellent customer service and public relations. The Contractor shall not be expected to operate beyond the scope of this Agreement in the County’s interest unless specifically requested to do so by an appropriate representative of the County. The County will not agree to any expense beyond the terms of this Agreement without preauthorization by an official of the County empowered to so bind the County.

A-8. Activities Not Covered: The Contractor shall not be responsible under the terms of this agreement for the following items:

A8.1. Receiving wild, non-domestic animals into the shelter facility or care of the Contractor.

A8.2. Responding to complaints or incidents involving wild animals, except where it is in the interest of public safety. Contractor will stand by to assist a state agency, law enforcement agency or any wildlife animal rescue group when the presence of a wild animal, dead or alive, is on a public roadway or within the right-of-way. Contractor will attempt to move the animal from the right of way traffic lanes.

A8.3. Rehabilitating and restoring to health animals that have been injured, neglected or abused that is not required by state law or county ordinance.

A8.4. Responding to non-emergent calls or complaints that have not been reviewed and approved for after-hours call-out by the Sheriff’s office.

A8.5. Providing other services or activities that are not reasonably related to the contracted services or the intent of this Agreement, and that create an undue finance burden on the Contractor.
As consideration for the services provided pursuant to Exhibit A, Scope of work, the county agrees to compensate the contractor $32,210.72 per month consistent with exhibit C. Program Budget. Contractor will provide quarterly activity reports and upon request provide source documents such as payroll summaries identifying employee, hours worked and amount of compensation. Compensation shall not exceed a total of $773,057.44 for the two years, 2017 and 2018.

Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor’s expense.

**B-1. Animal Control & License Fees:**

B1.1. The following animal control and license fees are authorized in the Whatcom County Unified Fee Schedule, effective January 1, 2017 through Budget Ordinance _____:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>Board/Care - Domestic Animals</td>
<td>$15</td>
<td>Per Day</td>
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<tr>
<td>Board/Care - Large Livestock</td>
<td>$40</td>
<td>Per Day after 24 hours</td>
</tr>
<tr>
<td>Board/Care - Small Livestock</td>
<td>$40</td>
<td>Per Day after 24 hours</td>
</tr>
<tr>
<td>Boarding Fee/Special Requirements</td>
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<td>Per Day</td>
</tr>
<tr>
<td>Call Out Fee (Livestock at Large)</td>
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<tr>
<td>Impoundment - Cats and other small animals 1st - Altered and wearing ID</td>
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<td>Per Imp/12 mo period</td>
</tr>
<tr>
<td>Impoundment - Cats and other small animals 2nd - Altered and wearing ID</td>
<td>$45</td>
<td>Per Imp/12 mo period</td>
</tr>
<tr>
<td>Impoundment - Cats and other small animals 3rd - Altered and wearing ID</td>
<td>$65</td>
<td>Per Imp/12 mo period</td>
</tr>
<tr>
<td>Impoundment - Cats and other small animals 4th +, - Altered and wearing ID</td>
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<td>Per Imp/12 mo period</td>
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<td>Impoundment - Cats and other small animals 1st - Altered and w/o ID</td>
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<td>Per Imp/12 mo period</td>
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<td>Per Imp/12 mo period</td>
</tr>
<tr>
<td>Impoundment - Cats and other small animals 4th + - Unaltered and w/o ID</td>
<td>$120</td>
<td>Per Imp/12 mo period</td>
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<td>Impoundment - Dogs 3rd - Unaltered and unlicensed or not wearing license</td>
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<td>Impoundment - Large Livestock 1st</td>
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<td>Per Imp/12 mo period</td>
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<tr>
<td>Impoundment - Large Livestock 2nd</td>
<td>$100</td>
<td>Per Imp/12 mo period</td>
</tr>
<tr>
<td>Impoundment - Large Livestock 3rd</td>
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<td>Per Imp/12 mo period</td>
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<td>Impoundment - Large Livestock 4th +</td>
<td>$200</td>
<td>Per Imp/12 mo period</td>
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<tr>
<td>Service Description</td>
<td>Cost</td>
<td>Actual Costs Charged</td>
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<tr>
<td>---------------------------------------------------------</td>
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<td>Impoundment - Small Livestock 1st</td>
<td>$60</td>
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<td>Impoundment - Small Livestock 2nd</td>
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<td>License Fee - Wild or Exotic Animal - Initial License</td>
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<td>License Fee - Altered Dog</td>
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<td>Multi-Dog License</td>
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<tr>
<td>Owner Release Fee</td>
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<tr>
<td>Owner Release Fee - Additional for Litter w/Mother</td>
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<tr>
<td>Pickup/Disposition Fee</td>
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<tr>
<td>Pickup/Disposition Fee - Each Additional Animal and/or Litter w/Mother</td>
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<td>Same trip</td>
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<tr>
<td>Registration Fee - Potentially Dangerous Dog</td>
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<td>Registration Fee - Dangerous Dog</td>
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<tr>
<td>Veterinarian Fees and Medications during Boarding/Impoundment if required</td>
<td>Cost</td>
<td>Actual Costs Charged</td>
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</table>

B1.2. Accounting requirements imposed by the State of Washington require that all fees included in the Unified Fee Schedule be appropriately accounted for. To comply with this requirement the Contractor will be required to submit a monthly report detailing all fees collected. This report will be delivered to the County Executive.

B1.3. Contractor’s Fees: The Contractor shall report the amount of fees collected on the quarterly report submitted to the County. The Contractor shall be solely responsible for the collection of the following fees as approved through the County Unified Fee Schedule:

1. License fees.
2. Spay/neuter clinic revenue paid to the Contractor/veterinarian.
3. Purchase charges related to the adoption of animals.
4. Vaccination clinic revenue paid to the Contractor/veterinarian.
5. Other similar or like fees as approved by the County.

B1.4. The County shall assist the Contractor in recovering exceptional costs from owners or other responsible parties, for the care of animals taken into custody or maintained by the Contractor, on behalf of the County. The appropriateness and the extent of action taken or to be taken by the County shall be determined by and at the sole discretion of the County.

B-2. Consideration: As consideration for the services provided the County agrees to reimburse the Contractor as follows:

B2.1. An annual sum not to exceed:
- January 1, 2017 to December 31, 2018 Seven Hundred Seventy Three Thousand Fifty Seven and Forty Four Cents ($773,057.44) to be paid in 24 equal monthly installments of $32,210.72.
- Total reimbursement for a 2 year service contract shall not exceed $773,057.44

B2.2. Unless specifically approved by County Council as a part of animal control and license fees, the Contractor shall be responsible for the administration of any and all animal licensing programs. All animal control and license fees, listed in Section B1.1 will be collected and retained by the Contractor as outlined in B1.3 and reported to the County as outlined in B1.2.

B2.3. The Contractor shall not receive any additional compensation for after-hours call-outs. Necessity for questioned after-hours call-outs shall be determined and authorized by the Sheriff’s sergeant, shift supervisor, or duty staff officer.

B2.4. All payments under this Agreement are considered reimbursement for services rendered. Request for each monthly payment shall be by invoice showing what services were rendered so as to comply with auditing requirements. The County agrees to make payment for services provided promptly in accordance with the County’s customary procedures.
### WHATCOM HUMANE SOCIETY

**Budget Narrative**

<table>
<thead>
<tr>
<th>Budget</th>
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<tr>
<td>2017</td>
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<tr>
<td>Wages-Shelter Services</td>
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<td>Wages-Animal Control &amp; Licensing</td>
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<td>Wages-Administration</td>
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<td><strong>Subtotal-Wages</strong></td>
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<td>Disposal-Dead Animals</td>
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<td>Insurance</td>
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<td>Insurance-Animal Control &amp; Licensing</td>
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<td>Postage</td>
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<td>Professional Services-Shelter (veterinarian)</td>
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<td>Professional Services-Animal Ctrl &amp; Lic. (misc.)</td>
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<td>Professional Services-Admin. (bookkeeping)</td>
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<td>Cell Phone/Radio communication-Animal Control</td>
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<td>Supplies-Medical</td>
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<td>Uniforms</td>
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<tr>
<td>Vehicle fuel and maintenance</td>
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<td><strong>Subtotal-Expenses</strong></td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>504,728.70</strong></td>
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### Income (Contractor collects and retains fees)

Fees as set forth in Whatcom County Unified Fee Schedule

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<td>Dog Adoptions</td>
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<tr>
<td>Cat Adoptions</td>
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<tr>
<td>Microchip</td>
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<tr>
<td>Other Animal Adoption</td>
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<tr>
<td>Trap Rental</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>118,200.00</strong></td>
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### TOTAL

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<thead>
<tr>
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<th>2018</th>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>386,528.72</strong></td>
<td><strong>386,528.72</strong></td>
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*Additional fees retained may include: wild/exotic animal license fees, Potentially Dangerous/Dangerous Dog license fees, Livestock at large call out fees and all other animal related fees as outlined in the UFS*

2008 Chevy K1500 Pickup (unleaded) County Vehicle # 6704

2008 Ford F250 4X4 with animal box (diesel) County Vehicle # 6705
180,300 miles (as of August, 2016) – Purchase Price $9,000. Deducted from Feb. contract payment

2008 Ford F250 4X4 with animal box (diesel) County Vehicle # 6706
191,680 miles (as of August 2016) – Purchase Price $8,700.00 Deducted from March contract payment

Contract for Services Agreement
Whatcom Humane Society
Exhibit D
Whatcom County Contractor’s E-Verify Declaration Form

I. CONTRACTOR INFORMATION

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>Phone:</th>
</tr>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Fax:</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Address:</th>
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<tbody>
<tr>
<td></td>
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</table>

II. E-VERIFY ENROLLMENT (check box and submit copy of MOU for verification)
Contractors with funded contracts of $100,000 or more must be enrolled in E-Verify system. Work related subcontract is $25,000 or higher. www.uscis.gov/e-verify

☐ Contractor is enrolled in E-Verify; copy of the signed E-Verify Memorandum of Understanding is attached.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

______________________________  ______________________________
Signature                      Name

______________________________  ______________________________
Date                            Title

Contract for Services Agreement
Whatcom Humane Society

V2.0
EXHIBIT E
CERTIFICATE OF INSURANCE

Contract for Services Agreement
Whatcom Humane Society
v2.0

Page 16

462
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
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<tbody>
<tr>
<td></td>
<td>BB</td>
<td>11/22/16</td>
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</tbody>
</table>

Division Head:

Dept. Head:

Prosecutor:

Purchasing/Budget: BB 11/22/16

Executive:

TITLE OF DOCUMENT: Approval to Purchase Network Firewall Appliances

ATTACHMENTS: Memos from Finance and Information Technology

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.)

Administrative Services Department Division of Information Technology is requesting approval to use the Washington State Contract T12-MST-642 for the purchase of replacement network firewall appliances. These items provide intrusion protection, advanced malware protection, virtual private network capabilities and uniform resource locator (URL) filtering.

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: November 22, 2016

TO: Jack Louws, County Executive

FROM: Brad Bennett, AS Finance Manager

SUBJECT: Approval to Purchase Network Firewall Appliances

- **Background & Purpose**
  Administrative Services Department Division of Information Technology is requesting approval to use the Washington State Contract T12-MST-642 for the purchase of replacement network firewall appliances. These items provide intrusion protection, advanced malware protection, virtual private network capabilities and uniform resource locator (URL) filtering.

  The State Contract has been awarded Century Link, Inc. The amount of the request is $87,142.56.

- **Funding**
  The funding source is ASR #2015-5383 and the 2016 Administrative Services Department Division of Information Technology base budget.

  ![Signature]

  AS Finance Manager

Approved as recommended:

County Executive

Date of Council Action ________________________
MEMORANDUM

TO: Brad Bennett, Finance Manager
CC: Sara Winger, Purchasing Coordinator
     Denise Toth Banyan, IT Associate Manager
FROM: Perry Rice, IT Manager
RE: WA DES Contract T12-MST-642 Procurement – Network Firewall
DATE: November 15, 2016

This request is to procure redundant Cisco Systems, Inc. (Cisco) network firewalls from Century Link, Inc. (Century Link) using the State of Washington Department of Enterprise Services Master Cisco Contract T12-MST-642.

- **Background and Purpose**

  Whatcom County Information Technology (IT) currently has redundant firewalls protecting our data network that were installed in 2008 and are at the end of their useful life. The current firewalls do not provide enough throughput to support increased use of the Internet for County services.

  This request is for redundant Cisco Adaptive Security Appliance (ASA) 5545-X firewalls with traditional firewall functions, Virtual Private Network (VPN), Virtual Intrusion Protection System (IPS), Advanced Malware Protection (AMP) and Uniform Resource Locator (URL) filtering. Replacing our data network firewall with current technology and new features will help improve our overall cyber security.

  The Cisco ASA 5545-X device is on the Department of Defense Approved Product List and has been certified as of July 20, 2016, for use in Department of Defense data networks. This provides assurance that this device is safe to use in our data network.

- **Funding Amount and Source**

  The amount of this request is $87,142.56. The source of funding is ASR #2015-5383 and the 2016 base budget of IT cost center 507111.

  Please contact Perry Rice at x5235 or Denise Toth Banyan at x5255 if you have any questions or concerns regarding this procurement.
MEMORANDUM FOR DISTRIBUTION

SUBJECT: Department of Defense (DoD) Unified Capabilities (UC) Approved Products List (APL) approval of the Cisco Adaptive Security Appliance (ASA) 5500 Series, 5500-X Series and WS-SVC-ASA-SM1 with Software Release (Rel.) 9.4 Tracking Number (TN) 1306701 as a Data Firewall (DFW)

Reference: (a) DoDI 8100.04, “DoD Unified Capabilities,” 09 December 2010
(b) DoD CIO “Unified Capabilities Requirements (UCR) 2013,” July 2013

1. DoD UC APL approval of the Cisco ASA 5500 Series, 5500-X Series, and WS-SVC-ASA-SM1 Rel. 9.4 TN 1306701 as a DFW has been granted. The following components were certified:

<table>
<thead>
<tr>
<th>Model</th>
<th>Software Release</th>
</tr>
</thead>
</table>

The Army Chief Information Officer (CIO)/G6 Certifying Authority (CA) granted Information Assurance (IA) certification on 13 December 2013 based on the security testing completed by the United States Army Information Systems Engineering Command, Technology Integration Center (TIC)-led IA test teams. This solution achieved Interoperability (IO) certification from the Joint Interoperability Test Command (JITC) on 18 December 2013. This approval is effective upon the date of this memorandum and expires **30 June 2019** unless a critical issue is identified that invalidates either the IO or the IA posture of this product as determined by the JITC or the CIO for Combatant Commands, Services, and Agencies. Please note that Services and Agencies are required to recertify and reaccredit their systems every three years. Please refer to the UC APL for official posting of this solution at the following site: https://aplits.disa.mil/apl.

2. This product/solution must be implemented only in the configuration that was tested and approved. To ensure an acceptable level of risk for each site’s Authorizing Official (AO) / Designated Accrediting Authority (DAA), please utilize this solution’s deployment guide and refer to the Conditions of Fielding (CoF) as depicted within the Information Assurance Assessment Report (IAAR). The IAAR is included in the Information Assurance Assessment Package (IAAP) and can be requested from the Unified Capabilities Certification Office (UCCO) per paragraph 4 of this document.
3. The IO certification letter containing detailed configuration on this product is available at the following URL: http://jite.fhu.disa.mil/tssi/cert_pdfs/cisco_asa_5500_v9_1_2(8)_dfw_dec13.pdf
On 15 August 2014, the following extension was approved via Desktop Review (DTR) #1 (to include the new Cisco code release version 9.1.5):
On 28 September 2015, the following extension was approved via DTR #2 (requested to update the System Under Test (SUT) from Rel. 9.1.5 to Rel. 9.4.x):
On 25 May 2016, the following extension was approved via DTR #3 (requested to add the ASA 5506-X, ASA 5506H-X, ASA 5506W-X, ASA 5508-X and ASA 5516-X to the certification):
On 30 June 2016, the following extension was approved via DTR #4 (requested to extend this solution’s listing on the UC APL by an additional 3 years):
On 20 July 2016, the following extension was approved via DTR #5 (requested to add the ASAv firewall to the SUT):

4. Due to the sensitivity of the information, the IAAP must be requested directly from the UCCO by government civilian or uniformed military personnel.

E-Mail: disa.meade.ie.list.unified-capabilities-certification-office@mail.mil

GRADIAN ROBER
T.GEORGE.139802
9980

For:

JESSIE L. SHOWERS, JR.
Infrastructure Executive
Customer: Whatcom County Government
Quote #: 5052014
Project Name: Whatcom County Government Firewalls
Created On: 11/15/2016

Account Manager:
Thuyhong Nguyen
Thuyhong.Nguyen@CenturyLink.com
1600 7TH AVE 14th Fl.
SEATTLE, WA 98191
Phone: 206 224 1156

This quote is executed under DIS Master Cisco Contract T12-MST-642

Customer Notes: Cisco does not guarantee pricing. Prices are subject to change without notice.

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<tr>
<th>Catalog Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
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<td>AC Power Cord (North America), C13, NEMA 5-15P, 2.1m</td>
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<tr>
<td>ASA5545-FPWR-BUN</td>
<td>ASA 5545-X with FirePOWER Svcs. Chassis and Subs. Bundle</td>
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<td>$</td>
<td>$</td>
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<tr>
<td>ASA5545-FPWR-K9</td>
<td>ASA 5545-X with FirePOWER Services, 8GE, AC, 3DES/AES, 2SSD</td>
<td>1</td>
<td>10,105.98</td>
<td>10,105.98</td>
</tr>
<tr>
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<td>AC Power Cord (North America), C13, NEMA 5-15P, 2.1m</td>
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**Support**

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© CenturyLink, Inc. All Rights Reserved.
<p>| | |</p>
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<tr>
<td>Support Services Total</td>
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<tr>
<td><strong>Grand Total Price to Customer</strong></td>
<td><strong>$80,167.94</strong></td>
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Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: _____________________________

Customer Signature: ________________________________

Job Title: __________________________

Date: __________________________

CenturyLink Representative: _____________________________

CenturyLink Signature: ________________________________

Job Title: __________________________

Date: __________________________
**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>twh</td>
<td>11/21/16</td>
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<td>12/06/16</td>
<td>Finance/Consent</td>
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<td>Division Head:</td>
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<td>Dept. Head:</td>
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<tr>
<td>Prosecutor:</td>
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<td>11/22/16</td>
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<td>Purchasing/Budget:</td>
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<td>Executive:</td>
<td>1/28/16</td>
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<td></td>
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<td></td>
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</table>

**RECEIVED**

NOV 29 2016
WHATCOM COUNTY COUNCIL

**TITLE OF DOCUMENT:** Contract for Services between Whatcom County and Domestic Violence and Sexual Assault Services.

**ATTACHMENTS:**

**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.)

Executive Louws requests Council approval to enter into a contract for services with Domestic Violence and Sexual Assault Services in support of the Domestic Violence Commission.

**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.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Non Departmental</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Tawni Helms, Administrative Coordinator</td>
</tr>
<tr>
<td>Domestic Violence</td>
<td></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 [ ] No [x]

**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):**

**Is this contract the result of a RFP or Bid process?**
- Yes [ ] No [x]

**If yes, RFP and Bid number(s):**

**Contract**

**Cost Center:** 4050

**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.
- [ ] 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.

**Council approval required for: all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:**
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

**Contract Amount:(sum of original contract amount and any prior amendments):**

$ 120,000

**This Amendment Amount:**

$

**Total Amended Amount:**

$

**Summary of Scope:** The Domestic Violence Commission members are leaders in their agencies and disciplines, and use their expertise and influence to improve the community response to domestic violence through education and outreach.

**Term of Contract:** 2 years

| Expiration Date: | 12/31/2018 |

**Contract Routing:**

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

**Date:**
- 11/18/16
- 11/23/16
- 11/23/16
- 11/22/16
- 11/22/16
- 11/22/16
- 11/22/16
- 11/22/16
- 11/22/16

Last edited 10/31/16
MEMORANDUM

TO: Whatcom County Council
FROM: Tawni Helms, Administrative Coordinator
RE: Domestic Violence Commission
DATE: November 22, 2016

Enclosed are two (2) originals of a contract for services agreement between Whatcom County and the Northwest Regional Council for your review and signature.

- **Background and Purpose**
  Whatcom County will contract with Domestic Violence Sexual Assault Services (DVSAS) to provide services in support of the Domestic Violence Commission (DVC). The Domestic Violence Commission members are leaders in their agencies and disciplines, and use their expertise and influence to improve the community response to domestic violence through education and outreach.

- **Funding Amount and Source**
  Maximum consideration of the contract is $120,000. Annual payments are: $60,000 each year of the 2017-2018 biennium. The funding source is General Fund.

- **Differences from Previous Contract**
  The contract has increased by $25,000 each year. The increase will expand the scope of services to include expanded community outreach/education and engaging faith based communities to promote the Responding to Domestic Violence: A Toolkit for Faith Communities resource. An annual report will be submitted at year end.

Please contact Tawni Helms at extension 50124 if you have any questions or concerns regarding the terms of this agreement.

Enclosures
CONTRACT FOR SERVICES
DOMESTIC VIOLENCE & SEXUAL ASSAULT SERVICES
for the Bellingham-Whatcom County Commission Against Domestic Violence

Domestic Violence & Sexual Assault Services, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 10, Exhibit A (Scope of Work), pp. 11 to 12, Exhibit B (Compensation), pp. 13.

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, 2017, regardless of the date of signature and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2018.

The general purpose or objective of this Agreement is to support the Bellingham Whatcom County Commission Against Domestic Violence, as more fully and definitely 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 shall not exceed $60,000 for year one (2017) and $60,000 for year two (2018) for a total not to exceed $120,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____________, 20___.

CONTRACTOR:
Domestic Violence & Sexual Assault Services

__________________________________________
Karen Burke, Executive Director, DVSAS

STATE OF WASHINGTON )
) ss.
COUNTY OF _____________________________ )

On this ___ day of _____________, 20__, before me personally appeared Karen Burke, to me known to be the Executive Director of Domestic Violence & Sexual Assault Services 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 _______________.
AND:
Domestic Violence Commission

______________________________
Susan Marks, Director, DV Commission

STATE OF WASHINGTON   )
) ss.
COUNTY OF ________________  )

On this __________ day of __________, 20 __________, before me personally appeared Susan Marks, to me known to be the Director of Domestic Violence Commission 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 ____________________

Approved as to form:

Daniel L. Gibson 11/22/16
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: ____________________________
   Jack Louws, Whatcom County Executive

STATE OF WASHINGTON   )
) ss
COUNTY OF WHATCOM  )

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

______________________________
NOTARY PUBLIC in and for the State of Washington, residing at
______________________________
My commission expires ____________________

CONTRACTOR INFORMATION:
Domestic Violence Commission
Susan Marks, Director
1407 Commercial St.
Bellingham, WA 98225
Contact Phone: 312-5700 Ext. 202
Contact FAX: 312-5770
Contact Email: smarks@dvcommission.org
Contract for Services
Domestic Violence & Sexual Assault Services
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

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

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

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

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

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

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 commercial general liability insurance with the following minimums:
Property Damage - $500,000.00 per occurrence;
General Liability & Bodily Injury- $1,000,000.00 per occurrence.
A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit "C". This insurance shall be considered as primary and non-contributory, and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys’ fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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

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

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

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

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

36.1 Waiver of Noncompetition:
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

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

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

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

Tawni Helms, Administrative Coordinator
Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

Contract for Services
Domestic Violence & Sexual Assault Services
37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

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

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

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

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at http://epls.amer.gov/.

38.3 E-Verify:
The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and subcontracts for $25,000 or more if the primary contract is for $100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work for Whatcom County. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

The Bellingham-Whatcom County Commission Against Domestic Violence was established under Whatcom County Code (2.108). The purpose of the Commission is to provide leadership in the community's effort to reduce and prevent domestic violence. The Commission Against Domestic Violence is made up of twenty-eight members from a variety of community sectors. Commission members are leaders in their agencies and disciplines, and use their expertise and influence to improve the community response to domestic violence.

The scope of work includes:

A. Domestic Violence & Sexual Assault Services (DVSAS) – Administrative Support
Whatcom County will reimburse Domestic Violence & Sexual Assault Services (DVSAS) for services provided in support of the Bellingham Whatcom County Commission Against Domestic Violence. Domestic Violence & Sexual Assault Services will provide administrative support and space for DV Commission staff and members, including:
- Fiscal oversight, accounting services, payroll, and employee benefits
- Reception services
- Office space, equipment, office supplies
- Information technology support, including telephone, internet, and server
- Management of personnel files, and personnel policies and procedures
- Liability insurance

The county’s portion of the divorce filing fee intended for Domestic Violence Prevention Services will be used to pay for these services in compliance with RCW 70.123.020.

B. Domestic Violence Commission (DVC) - Administrative
Administrative - The DV Commission Executive Committee and Director will be responsible for:
- Developing and monitoring budgets, and ensuring appropriate use of DV Commission finances
- DV Commission staff, including hiring, supervising, setting salaries, and conducting evaluations
- Leading and providing oversight to development and implementation of the DV Commission's mission, strategic plan, and projects.

C. Domestic Violence Commission (DVC) - Deliverables

I. Community Engagement
- Conduct a minimum of two community events with at least 50 attendees (cumulative total), to increase attendee knowledge of causes and dynamics of abuse, prevention and response tools, and/or local resources.
- Conduct a community outreach campaign during DV Action Month in October, to increase community involvement in efforts to prevent and respond to abuse
- Host a series of outreach events to promote the resource Responding to Domestic Violence: A Toolkit for Faith Communities; achieve a cumulative total attendance of representatives from at least 30 faith communities.
- Engage a minimum of 10 faith communities in implementing the Responding to Domestic Violence: A Toolkit for Faith Communities in their congregations to increase prevention education, and foster victim and child safety and offender accountability.

II. Promote Best Practices in Community Response to Domestic Violence (DV)
- Continue to collect and report data on the implementation of the Lethality Assessment Program (LAP), and numbers of victims who screen in as high risk for lethality;
- Achieve an increase in the number of high-risk victims identified by the LAP who are connected directly to a DV advocate at the scene of a law enforcement response from 45% to 75%

Contract for Services
Domestic Violence & Sexual Assault Services
Through the DV High Risk Team (DVHRT), monitor a minimum of 35 of our county’s offenders who are at highest risk for committing domestic violence homicide or serious assault

- Collect and report data on the impact that the DVHRT has on increased offender accountability
- Convene a task force to meet 3 times to identify and resolve gaps related to achieving Full Faith and Credit in recognizing and enforcing Tribal DV Protection Orders as required by federal and state law
- Host a professional training on national best practices in offender accountability, DV perpetrator treatment, and community accountability options, with a total of at least 75 community professionals attending
- Conduct focus groups with survivors of domestic violence who identify as LGBTQ+ to gather input and ideas on how the LAP and DVHRT can best achieve victims safety and offender accountability for LGBTQ+ people experiencing high-risk domestic violence
- Ensure DV Commission members are notified of major domestic violence incidents, such as homicides, and provided with research-based talking points related to those incidents; respond to media requests for information about domestic violence and risk, utilizing local data and research-based talking points, as applicable.
- Conduct reviews of pertinent local domestic violence homicides to determine gaps in our community ability to identify and respond to high risk domestic violence, as applicable.

III. Increase Community Capacity to Address Children and Youth Impacted by DV

- Collect and report on data on adolescent relationship abuse, sexual assault, domestic violence, and stalking impacting students, staff, and families in the Blaine, Ferndale, and Mt. Baker School Districts, through Community Strengths and Needs Assessments for these Districts; develop written reports for each District
- Develop strategic plans specific to each District for meeting needs identified by the Strengths & Needs Assessments, and also a county-wide strategic plan
- Work with the Blaine, Ferndale, and Mt. Baker School Districts to launch youth advisory groups in the high schools in each of those Districts, with a minimum of 6 students in each group; provide students with education about adolescent relationship abuse, sexual assault, domestic violence, and stalking in addition to training on effective peer education
- Work with the Blaine, Ferndale, and Mt. Baker School District to create draft policies and procedures for best practice prevention and responses to adolescent relationship abuse, sexual assault, domestic violence, and stalking as it impacts students, staff, and families
- Work with the Blaine, Ferndale, and Mt. Baker School District to create staff training templates to achieve understanding of and best practice responses to adolescent relationship abuse, sexual assault, domestic violence, and stalking as it impacts students, staff, and families

IV. Research Expansion of Mission to Include Sexual Assault

- Convene a multi-disciplinary Community Safety Assessment Team to include at least 10 representatives from diverse populations and disciplines in Whatcom County
- Collaborate with Praxis International to be a national pilot site to conduct the Community Safety Assessment to gather data on our current systems’ response to sexual assault utilize tools such as focus groups, observations, stakeholder interviews, surveys, and text analysis
- Write and publish a report detailing the findings and recommendations, and including a strategic plan for prioritizing and addressing gaps in our systems response
- Deliver both the written and verbal reports on findings and recommendations to the Whatcom County and City of Bellingham Councils

V. General

- Staff all Commission meetings, maintain website, Facebook page and twitter account.
- Recruit new Commission members as needed to maintain an active, 28 member Commission
- Serve as a member on Lummi Domestic Violence Task Force, Project Safer, Domestic Violence Resource Network, and other related community efforts
- Develop and publicize an annual report that includes local data on incidents of domestic violence, specific data on high risk domestic violence, and outcomes on the efforts described above.

(Bolded deliverables achievable through increased funding.)
EXHIBIT B
(COMPENSATION)

The Contract Number shall be included on all billings or correspondence. The maximum consideration for this contract is $60,000.00 for year one (2017) and $60,000.00 for year 2 (2018).

Allowable expenses include reimbursement for items listed below that can be directly linked to services rendered as described in Exhibit A (Scope of Work). Receipts required for all reimbursement.

**Domestic Violence & Sexual Assault Services**
(Overhead expenses incurred by the Domestic Violence & Sexual Abuse Services as outlined in Exhibit E Budget)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Fees (to be billed at 10% of DV Commission Salaries)</td>
<td>$3,818</td>
</tr>
<tr>
<td>Equipment Rental and Maintenance</td>
<td>$79</td>
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<tr>
<td>Occupancy</td>
<td>$1,375</td>
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<td>Telephone/internet</td>
<td>$420</td>
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<tr>
<td>Office Supplies</td>
<td>$97</td>
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<td>Postage</td>
<td>$30</td>
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<td>Liability Insurance</td>
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<tr>
<td><strong>DVSAS Subtotal</strong></td>
<td><strong>$6,124</strong></td>
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**Domestic Violence Commission**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Actual personnel costs for dedicated Domestic Violence Commission staff (payroll records required)</td>
<td>$46,102</td>
</tr>
<tr>
<td>Supplies (copies, printing/publications, website, office supplies, equipment, membership/dues)</td>
<td>$1,620</td>
</tr>
<tr>
<td>Travel/Training incurred by Domestic Violence Commission</td>
<td>$1,602</td>
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<tr>
<td>Meeting expenses incurred by Domestic Violence Commission when appropriate for facilitation</td>
<td>$500</td>
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<tr>
<td>Promotion</td>
<td>$1,352</td>
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<tr>
<td>Professional Services acquired by Domestic Violence Commission</td>
<td>$2,500</td>
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<tr>
<td><strong>DVC Subtotal</strong></td>
<td><strong>$53,876</strong></td>
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</table>

**Total budget allowed for each year of 2017-2018 agreement**

$60,000

Compensation will be paid as reimbursement only upon receipt of invoice sent to the Whatcom County Executive, 311 Grand Avenue, Suite 108, Bellingham, WA 98225 detailing allowable expenditures as outlined in Exhibit A.

Invoices will include documentation and receipts as appropriate including registration fees or other documentation of professional training expenses. Travel reimbursement must include dates of travel, starting point, destination and purpose of travel. Lodging and meal costs shall not exceed the U.S. General Services Administration domestic Per Diem Rates (www.gsa.gov) specific to location. Mileage will be reimbursed at the current GSA rate (www.gsa.gov).

Domestic Violence and Sexual Assault Services will provide the Whatcom County Executive Office with monthly invoices which include the DV Commission’s monthly activities. The DV Commission will provide the Whatcom County Executive and Council members with annual activity reports on progress of scope and deliverables stated above, and including county-wide data related to domestic violence (including high-risk domestic violence).
EXHIBIT "C"
Certification of insurance
EXHIBIT D

E-Verify Declaration

Firm Name: Domestic Violence & Sexual Assault Services

Proposal/Bid/Invitation/Solicitation No.

The undersigned declares, under penalty of perjury under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: 11/02/12

SIGNATURE: 

PRINTED NAME: Karen Brown
### 2017 DV Commission Operational Budget (Draft)

#### Revenue

<table>
<thead>
<tr>
<th></th>
<th>General</th>
<th>GTEA Grant</th>
<th>ICJR Grant</th>
<th>Youth Grant</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bellingham</td>
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<tr>
<td>Whatcom County</td>
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<td>City of Ferndale</td>
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<td>Miscellaneous Income</td>
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<td>U.S. Dept of Justice</td>
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<td><strong>Total Revenue</strong></td>
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<td>$42,266</td>
<td>$107,678</td>
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#### Expenses

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<th>General</th>
<th>GTEA Grant</th>
<th>ICJR Grant</th>
<th>Youth Grant</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td><strong>Personnel</strong></td>
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<tr>
<td>Salaries</td>
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<td>Benefits</td>
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<td>Payroll Taxes</td>
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<td>Retirement</td>
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<td><strong>Total Personnel</strong></td>
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<td><strong>Travel and Training</strong></td>
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<tr>
<td>Professional Development</td>
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<td>Travel/Mileage</td>
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<td><strong>Total Travel &amp; Training</strong></td>
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<td><strong>Equipment and Facility</strong></td>
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<tr>
<td>Non-Capitalized Equipment</td>
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<td>$800</td>
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<td>Equipment Rental/Maintenance</td>
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<td>Occupancy Costs</td>
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## WHATCOM COUNTY COUNCIL AGENDA BILL

### CLEARANCES

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### TITLE OF DOCUMENT:

Contract for Services Agreement for Psychiatric Services at the Whatcom County Jail and Work Center

### ATTACHMENTS:

Memo to Jack Louws

Two originals of the Psychiatric Services Agreement

### 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

This agreement provides for a team consisting of a Psychiatrist, and a Psychiatric Advance Registered Nurse Practitioner to work together to provide mental health services in alignment with the National Commission on Correctional Health Care standards.

### 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, County Executive
FROM: Bill Elfo, Sheriff
RE: 2017 Contract for Services Agreement for Psychiatric Services at the Whatcom County Jail and Work Center
DATE: November 3, 2016

Enclosed are two (2) originals of the 2017 Contract for Services Agreement for Psychiatric Services at the Whatcom County Jail and Work Center.

- **Background and Purpose**
  Compass Health was the sole applicant for offender psychiatric services for the Jail and Work Center. We have been working with Compass since their merger with Whatcom Counseling and Psychiatric Clinic and found their clinicians have an excellent understanding of offender populations. In addition, their level of care provides a valuable service required for our accreditation with the National Commission on Correctional Health Care. An additional benefit has been closer collaboration with their outpatient clinic to provide continuity of care to offenders being released from custody.

- **Funding Amount and Source**
  Monies for this contract are provided by revenues generated from the Mental Health/Chemical Dependency Sales tax. The annual maximum compensation is $90,000.00

- **Differences from Previous Contract**
  The hourly rate has increased to reflect higher costs to the contractor, and the number of hours provided more closely represent those actually needed for this service.

Please contact Wendy Jones at extension 6505, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

**Originating Department:** Sheriff/Corrections  
**Program/Project:** Psychiatric Services in the Jail  
**Contract or Grant Administrator:** Laurie Reid  
**Contractor’s / Agency Name:** Compass Health

**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 #:  
(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**Does contract require Council Approval?**  
Yes ☑ No □  
If No, include WCC:  
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): 16-33  
Cost Center: 118161.6635.006  
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.  
- Professional Service Contract Amendments that have an increase greater than $20,000 and other contracts with a cumulative increase greater than $50,000.

**Contract Amount:** (sum of original contract amount and any prior amendments):  
$ 90,000.00  
**This Amendment Amount:**  
$  
**Total Amended Amount:**  
$  
**Summary of Scope:** A psychiatrist and a psychiatric advanced nurse practitioner will work together as a team to perform psychiatric services at the Whatcom County Jail conducting evaluations and assessments on offenders referred for mental health services.

**Term of Contract:** 1 year  
**Expiration Date:** 12/31/17

**Contract Routing:**  
1. Prepared by: LR  
2. Attorney signoff:  
3. AS Finance reviewed:  
4. IT reviewed (if IT related):  
5. Contractor signed:  
6. Submitted to Exec.:  
7. Council approved (if necessary):  
8. Executive signed:  
9. Original to Council:  
Date: 11/03/16  
Date: 11/14/16  
Date: 11/22/16  
Date: 11/23/16

Last edited 10/01/15
CONTRACT FOR SERVICES AGREEMENT
For Psychiatric Services at the Whatcom County Jail and Work Center
Between Whatcom County and Compass Health

Compass Health, hereinafter called Provider or (Contractor) and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

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

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

The term of this Agreement shall commence on the 1st day of January, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2017. The term of this Agreement may be renewed up to four (4) one year terms for a total of five (5) years by mutual agreement of the parties, with the last renewal ending December 31, 2021. Notice of the intention to extend the Agreement shall be presented in writing by either party on or before December 1st of any year.

The general purpose or objective of this Agreement is to provide psychiatric services for the Whatcom County Jail and Work Center, 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 $90,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Provider acknowledges and by signing this contract agrees that the Indemnification provisions set forth in this Agreement, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ______________, 20___

PROVIDER:

COMPASS HEALTH

[Signature]
Tom Sebastian, President/CEO

[Notary Seal]
JILL TURNER
PUBLIC NOTARY
02-01-2020

STATE OF WASHINGTON
COUNTY OF _____________

On this 22 day of Nov., 2018 before me personally appeared Tom Sebastian to me known to be the President/CEO of Compass Health and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Notary Signature]
NOTARY PUBLIC in and for the State of Washington, residing at ____________. My commission expires ____________.

2017 Compass Health/Psychiatric Services
WHATCOM COUNTY:

Recommended for Approval:

[Signature] 11-8-2016
Sheriff Date

Approved as to form:

[Signature] 11-19-14
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: ________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

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

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

CONTRACTOR INFORMATION:

COMPASS HEALTH

Address:
PO Box 3810, MS 35
Everett, WA 98213

Contact Name: Jill Turner
Contact Phone: 425-349-8397
Contact Email: jill.turner@compassh.org
GENERAL CONDITIONS

1. **Scope of Services:** The Provider 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.

2. **Professional Licensure:** As a condition of this Agreement, the Provider shall maintain all applicable licenses and certification requirements of the profession to render services in this Agreement and shall at all times during the term of this Agreement, meet all requirements of the State of Washington or other regulatory entity for such licensing, certification or credentialing.

3. The Provider agrees to fully comply with all Federal, State, and local laws, rules and regulations relating to the subject matter of this Agreement.

4. **Term:** Services provided by Provider prior to or after the term of this contract shall be performed at the expense of Provider and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement will be from January 1, 2017 to December 31, 2017 and may be renewed up to four (4) one-year terms for a total of five (5) years by mutual agreement of the parties and said Agreement is in writing and signed by both parties.

5. **Termination for Default:** If the Provider 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 Provider 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 Provider’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 Provider shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Provider. The Provider 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.

6. **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 Provider 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.

7. **Mutual Termination:** The parties can mutually agree to terminate the contract by a mutual termination agreement signed by both parties.

8. **Accounting and Payment for Provider Services:** Payment to the Provider 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

2017 Compass Health/Psychiatric Services

3
County will not reimburse the Provider for any costs or expenses incurred by the Provider in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Provider, no more often than monthly, in accordance with the County’s customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

9. Withholding Payment: In the event the County’s Administrative Officer determines that the Provider 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 Provider 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 Provider to termination or damages, provided that the County promptly gives notice in writing to the Provider 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 Provider 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 Provider 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 Provider, (3) to set off any amount so paid or incurred from amounts due or to become due the Provider. In the event the Provider obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Provider by reason of good faith withholding by the County under this clause.

10. Independent Provider: The Provider’s services shall be furnished by the Provider as an independent Provider, 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 Provider as an independent Provider.

The Provider acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Provider 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 Provider 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 on a Schedule C, 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.

Provider 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.

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

12. Confidentiality: The Provider its employees, sub Providers, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Provider 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. Provider shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Provider shall indemnify and hold harmless the County, its officials, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Provider's breach of this provision.

13. 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 Provider 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. Provider 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 Provider, then the Provider agrees to notify the Administrative Officer as soon as it is practical.

14. **Proof of Insurance:** The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums: Workers Compensation insurance as required by law, Property Damage $500,000.00 per occurrence, Comprehensive General Liability & Property Insurance for bodily injury $1,000,000.00, to include, but not be limited to the following: premises/operation, independent contractors, personal injury, contractual liability with a combined single limit for bodily injury and property damage of $1,000,000.00. The certificate of such insurance must provide the following: The Certificate must identify and name Whatcom County, its elected officers and employees, as additional insured. This insurance shall be considered primary and shall waive all rights of subrogation. The County insurance shall be non-contributory. The Certificate will be attached as Exhibit “C”. Proof of insurance shall be provided to the County annually.

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

A party shall not be required to indemnify, defend, or hold the other party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. 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 the binding arbitration.

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 specially agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate fully with the other party in the investigation, defense and settlement of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.

The County will notify the Contractor if the County becomes aware of a possible claim from any incident involving offender health care or services provided by the Contractor under this contract. The notification must be in writing and in no more than 60 days from the date such claims are filed. Notification must include the names and addresses of the possible claimant and witnesses and a description of the actual or alleged incident, and copies of any demands, notices, summonses, or legal papers received under the claim.
or suit. The County shall authorize the Contractor to obtain records and other information as needed to investigate any claim or suit where Contractor services may be involved, provided Federal and State medical confidentiality laws are followed as they pertain to offender health records.

16. Non-Discrimination in Client Services: The Provider shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, disability, sexual orientation, or veteran status or any other basis in law; 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 or receive services provided by this Agreement.

17. Conflict of Interest: If at any time prior to commencement of, or during the term of this Agreement, Provider 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 Provider 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 Provider to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

18. 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 Provider 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 Provider 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:

**COUNTY**

Wendy Jones, Chief Corrections Deputy
Whatcom County Sheriff's Office/Corrections
311 Grand Avenue
Bellingham, WA 98225
Phone: (360) 778-6505

**PROVIDER**

Compass Health
Tom Sebastian, President/CEO
P.O. Box 3810, MS 30
Everett, WA 98213
Phone: (425) 349-8418

19. 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.

20. 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.

21. 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.
22. **Disputes:**
   a. **General:**
   Differences between the Provider 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 Provider 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 Provider 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 Provider 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. Provider 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 Provider 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 Provider has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
   d. **Arbitration:**
   Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinafore, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration. Each party will pay their own costs, fees, including attorney’s fees for all arbitration costs, except the parties agree to split the cost of the Arbitrator’s fee. Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

23. **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 or adjacent County. This Agreement shall be governed by the laws of the State of Washington.

24. **No Assignment:** Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without the prior written consent of both parties.

25. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
26. **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

Services to be performed:

1. When available and as needed, a Psychiatrist and/or psychiatric advanced nurse practitioner (P-ARNP) will perform psychiatric services described herein at the Whatcom County Jail. The Psychiatrist and the P-ARNP shall work as a team to provide these services. The average psychiatry hours of service are anticipated to be approximately 8 hours a week. The hours may be used flexibly month to month, and the amount of hours will shift between psychiatric practitioners as need demands. Both the Psychiatrist and P-ARNP will review or conduct evaluations and assessments on offenders referred for mental health services, prescribe medications as appropriate, provide follow up management for offenders who are on psychotropic medications, and review charts of all inmates on psychotropic medications. Additionally, the Psychiatrist will conduct chart reviews on site and be available to Jail Health staff for consultation.

2. Inmates will be referred to Psychiatric Services by Jail Health staff, JHP, the Jail MHP or the Jail Re-entry Specialist.

3. The services provided will include:
   a. Evaluation of suicide and violence risk
   b. Evaluation of suspected psychiatric conditions
   c. Evaluation of those inmates who appear extremely disturbed or exhibit bizarre behavior
   d. Prescribe those psychotropic medications necessary and customarily given for the treatment of serious psychiatric illnesses
   e. Order and review appropriate lab tests when indicated
   f. Follow up and monitor, as time allows, the effects of such medication and treatment
   g. For sentenced inmates, consultation to review the appropriateness of private psychiatric care
   h. Work collaboratively with the Jail’s Mental Health Program, and Case Manager
   i. Attend quarterly medical meetings
   j. Arrange to have an annual written peer review completed encompassing the work of the primary psychiatrist working in the jail. Peer reviews will not be required for professionals filling vacation or sick leave hours. Copies of the annual review will be forwarded to the Chief Corrections Deputy or her designee no later than December 31st of each year.
   k. On-call services will be available to the JHP Monday through Friday during normal business hours. The JHP will contact the psychiatrist by leaving messages at Compass Health, with an anticipated call-back period of 3 hours.

4. Teach Corrections Deputies and Jail Nurses about recognition of psychiatric illness, treatment of those illnesses, and precautions to be taken.

5. After seeing an inmate, the psychiatrist/ARNP will record necessary history, findings, diagnoses and orders for treatment, including any special monitoring for suicidal or self-harming behavior, on the Permanent Jail Health Record. Information can be entered directly into the chart or be provided as a separate sheet for inclusion in the inmate’s medical chart. In either instance, chart notations shall be made the same day as the clinician sees the inmate.

6. It is anticipated that the majority of interactions with the offenders will take place in the Downtown Jail health clinic. However, due to the activity of the population, clinicians will be asked to see offenders in their housing units if the offender is refusing to come to clinic or if it may not be safe to have them in the clinic area. In cases where there is determined to be a risk to clinicians or staff, Corrections Deputies will provide additional security.
7. The psychiatrist's/ARNP's hours of work will occur between 9:00 a.m. and 5:00 p.m., Monday through Friday, as is most convenient for the psychiatrist and the Jail. Hours can be flexed upon mutual agreement of the clinicians and the Jail.

8. Any and all providers of services within this contract shall, prior to providing services to the County, apply for and be granted Whatcom County Jail access. This is done by completing a form at the Whatcom County Jail Work Center (2030 Division St., Bellingham, WA 98226). Access will only be denied for cause, and the provider will be notified of any issues as soon as the County becomes aware of them.

9. The psychiatrist and ARNP team shall work collaboratively with the Jail and JHP staff to maintain NCCHC accreditation through compliance with NCCHC standards for Jail Mental Health.
EXHIBIT “B”
(COMPENSATION)

BILLING FOR SERVICES RENDERED

The Provider shall provide the County a monthly invoice for services rendered. The rate of pay for services rendered shall be $200.00 per hour not to exceed 450 hours for the year.

The maximum annual compensation rate under this agreement shall not exceed $90,000.00 and will include all services described herein.

Invoices submitted at the beginning of the month shall be paid by the end of the month. It is understood that at the end of the calendar year, all bills for service must be presented to the county by January 10th of the following year.
CERTIFICATE OF LIABILITY INSURANCE

3/1/2017

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
Lockton Companies
8110 E. Union Avenue
Suite 700
Denver CO 80237
(303) 414-6000

INSURED
Compass Health, Inc.
1350612
4528 Federal Avenue
Everett, WA 98203

INSURER(S) AFFIRMING COVERAGE
INSURER A: Arch Specialty Insurance Company
NAC #: 21199

INSURER B: Philadelphia Indemnity Insurance Company
NAC #: 18058

COVERAGES
CERTIFICATE NUMBER: 13101893

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE LIMITATIONS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>FLPO05371303</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PROPERTY (A occurrence) $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MED EXP (Any one person) $5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PERSONAL &amp; ADJ UNIV $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $3,000,000</td>
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<tr>
<td></td>
<td></td>
<td>PRODUCTS - COMPOP ASS $3,000,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
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<td>COMBINED SINGLE LIMIT $1,000,000</td>
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<td></td>
<td>BODILY INJURY (Per person) XXXX</td>
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<td></td>
<td>BODILY INJURY (Per accident) XXXX</td>
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<td>PROPERTY DAMAGE (Any acciden) XXXX</td>
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<td></td>
<td></td>
<td>PROPERTY DAMAGE - COMPOP ASS XXXX</td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>FLPO05371303</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td></td>
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<tr>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>YES</td>
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<td>E.L. EACH ACCIDENT XXXX</td>
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<td>E.L. DISEASE - EA EMPLOYEE XXXX</td>
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<td></td>
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<td>E.L. DISEASE - POLICY LIMIT XXXX</td>
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<td>PHPK1460476</td>
<td>XXXX</td>
</tr>
<tr>
<td></td>
<td></td>
<td>XXXX</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 3645 East McLeod Road, Bellingham, WA 98226

CERTIFICATE HOLDER

13101893
Whatcom County
311 Grand Avenue
Bellingham WA 98225

CANCELLATION

See Attachment

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

[Signature]

ACORD 25 (2014/01)
TITLE OF DOCUMENT: Award Bid 16-58 3/4-Ton Extended Cab 4WD Pickup Truck

ATTACHMENTS: Memos from Finance and Public Works

SEPA review required? ( ) Yes ( x ) NO  Should Clerk schedule a hearing? ( ) Yes ( x ) NO
SEPA review completed? ( ) 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.)

Public Works Equipment Services is requesting approval to award bid 16-58 for the supply of one (1) 3/4-ton double cab 4WD pickup truck to the lowest bidder, Blade Chevrolet, located in Mt. Vernon, Washington. The total cost is $33,633.48. This is a planned purchase and adequate funds are available in the current ER&R budget.

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: November 28, 2016
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Award of Bid #16-58, 3/4-Ton Extended Cab 4WD Pickup Truck

• Background & Purpose

Bids were duly advertised for one (1) ¾-ton extended cab 4WD pickup truck. Bid packets were sent to three plan centers, and 16 automobile dealerships. This is a replacement vehicle, and will be used by the Maintenance and Operations Division of Public Works. One response was received on Tuesday November 8, 2016, and is noted below.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Model</th>
<th>Base Price</th>
<th>Sales Tax (8.5%)</th>
<th>Extended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blade Chevrolet</td>
<td>2017 Chevrolet Silverado Double Cab* 4x4</td>
<td>$30,998.60</td>
<td>$2,634.88</td>
<td>$33,633.48</td>
</tr>
</tbody>
</table>

*Minimum bid specification was for an extended cab; the sole bid received was for a quad cab.

Public Works ER&R is requesting approval to award to the sole bidder, Blade Chevrolet, of Mt. Vernon, Washington, in the amount of $33,633.48.

• Funding
This is a planned purchase, and $30,000.00 in funds were approved in the current ER&R budget. Adequate unspent capital budget authority exists in the ER&R budget for the overage. I concur with this request.

[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: November 16, 2016
Re: Bid #16-58, ¾ Ton Extended Cab 4x4 Pickup

- Requested Action
After researching costs of ¾ Ton Extended Cab 4x4 Pickups, I am requesting Council and Executive approval to purchase a 2017 Chevrolet Silverado 2500 Double Cab 4WD pickup to replace the following vehicle:

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>REPLACE UNIT</th>
<th>YEAR / MAKE / MODEL</th>
<th>EST. MILEAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>M&amp;O</td>
<td>158</td>
<td>2008 Ford F250 4x4 Extended Cab</td>
<td>134,056</td>
</tr>
</tbody>
</table>

- Background and Purpose
This unit was approved for replacement in the 2015-2016 Equipment Rental and Revolving Capital Equipment Budget to be used by the Whatcom County Public Works Department, Maintenance and Operations Division. Bids were duly advertised for the supply of a ¾ Ton Extended Cab 4x4 pickup. The Public Works Department, Maintenance and Operations Division will use this vehicle regularly for the performance of county business.

One bid response was received under Whatcom County Bid #16-58 for this vehicle on Tuesday, November 8, 2016. Listed below is the detailed bid tabulation for the lowest and most responsive bid that meets the minimum specifications.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>MAKE / MODEL</th>
<th>QTY</th>
<th>PRICE EACH</th>
<th>SALES TAX TOTAL 8.5%</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blade Chevrolet</td>
<td>2017 Chevrolet Silverado Double Cab* 4x4</td>
<td>1</td>
<td>$30,998.60</td>
<td>$2,634.88</td>
<td>$33,633.48</td>
</tr>
</tbody>
</table>

*Minimum Bid Spec was for an extended cab, the bid received was for a quad cab.

- Funding Amount and Source
This amount has been budgeted during the 2015-2016 Budget process for $30,000 and this bid exceeds the County Executive’s authority for an allowance of 10% over the budgeted amount ($33,000), so therefore requires Council approval per WCC 3.08.100 (3). Adequate unspent capital budget authority exists in the ER&R fund for this overage. I am requesting Executive and Council approval to purchase this unit from Blade Chevrolet of Mount Vernon, Washington for the price of $30,998.60 plus 8.5% total sales tax of $2,634.88 for a total amount of $33,633.48.

- Recommendation
Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the December 6, 2016 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 6405, if you have any questions or concerns.

Enclosures
**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>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>SW</td>
<td>11/28/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
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<tr>
<td>Dept. Head:</td>
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<tr>
<td>Prosecutor:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>11/20/14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>11/28/16</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Award Bid 16-61 1/4-Ton Extended Cab 4WD Pickup Truck

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

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes ( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes ( ) NO</th>
<th>Requested Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</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.)

Public Works Equipment Services is requesting approval to award bid 16-61 for the replacement of three (3) 1/4-ton extended cab 4WD pickup trucks to the lowest bidder that met minimum bid specifications, Blade Chevrolet, located in Mt. Vernon, Washington. The total cost is $93,154.52. This is a planned purchase and adequate funds are available in the current ER&R budget.

**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>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**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).
DATE: November 28, 2016

TO: Jack Louws, County Executive

FROM: Brad Bennett, AS Finance Manager

SUBJECT: Award of Bid #16-61, ¾-Ton Extended Cab 4x4 Pickup Trucks

- **Background & Purpose**

  Bids were duly advertised for the replacement of three (3) ¾-ton extended cab 4x4 pickup trucks. Bid packets were sent to three plan centers, and 16 automobile dealerships. These replacement vehicles will be used by the Health Department, Planning & Development Services Department, and the Noxious Weeds Division of the Public Works Department.

  Two responses were received to bid #16-61 on Tuesday November 8, 2016, and are noted below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Model</th>
<th>Base Price (Each)</th>
<th>Total for 3</th>
<th>Sales Tax</th>
<th>Extended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bellingham Nissan</td>
<td>Nissan Frontier King Cab 4x4 AT SV</td>
<td>$24,228.34</td>
<td>$72,685.01</td>
<td>$7,044.70 (8.9%)</td>
<td>$79,153.98</td>
</tr>
<tr>
<td>Blade Chevrolet</td>
<td>2017 Chevrolet Colorado Extended Cab 4x4</td>
<td>$28,618.90</td>
<td>$85,856.70</td>
<td>$7,297.82 (8.5%)</td>
<td>$93,154.52</td>
</tr>
</tbody>
</table>

Public Works ER&R is requesting approval to award to the lowest and most responsive bidder that met the minimum specifications, Blade Chevrolet, of Mt. Vernon, Washington, in the amount of $93,154.52.

- **Funding**

  This is a planned purchase, and $78,000.00 in funds were approved in the current ER&R budget. Adequate unspent capital budget authority exists in the ER&R budget for the overage. I concur with this request.

  [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: November 16, 2016
Re: Bid #16-61, ¾ Ton Extended Cab 4x4 Pickup

- Requested Action
After researching costs of ¾ Ton Extended Cab 4x4 Pickups, I am requesting Council and Executive approval to purchase three 2017 Chevrolet Colorado Extended Cab 4WD pickups to replace the following vehicles:

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>REPLACE UNIT</th>
<th>YEAR / MAKE / MODEL</th>
<th>EST. MILEAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEALTH</td>
<td>064</td>
<td>2007 Chevrolet Colorado Ext Cab 4x4</td>
<td>119,919</td>
</tr>
<tr>
<td>NXWD</td>
<td>099</td>
<td>2000 Ford Ranger Ext Cab 4x4</td>
<td>104,625</td>
</tr>
<tr>
<td>P&amp;D</td>
<td>120</td>
<td>2008 Chevrolet Colorado Ext Cab 4x4</td>
<td>137,365</td>
</tr>
</tbody>
</table>

- Background and Purpose
These units were approved for replacement in the 2015-2016 Equipment Rental and Revolving Capital Equipment Budget to be used by the Whatcom County Department of Health, Planning and Development Services Department, and the Noxious Weeds Division of the Public Works Department. Bids were duly advertised for the supply of three ¾ Ton Extended Cab 4x4 pickups. These departments will use these vehicles regularly for the performance of county business.

Two bid responses were received under Whatcom County Bid #16-61 for this vehicle on Tuesday, November 8, 2016. Listed below is the detailed bid tabulation for the lowest and most responsive bid that meets the minimum specifications.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>MAKE / MODEL</th>
<th>QTY</th>
<th>PRICE EACH</th>
<th>SALES TAX TOTAL (8.5%)</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blade Chevrolet</td>
<td>2017 Chevrolet Colorado Ext Cab 4x4</td>
<td>3</td>
<td>$28,618.90</td>
<td>$7,297.82</td>
<td>$93,154.52</td>
</tr>
</tbody>
</table>

- Funding Amount and Source
This amount has been budgeted in the 2015-2016 Budget process in the amount of $78,000 ($26,000 each) and this bid exceeds the County Executive’s authority for an allowance of 10% over the budgeted amount ($85,800), so therefore requires Council approval per WCC 3.08.100 (3). Adequate overall capital budget authority exists in the ER&R fund for this overage. I am requesting Executive and Council approval to purchase these units from Blade Chevrolet of Mount Vernon, Washington for the price of $28,618.90 each plus 8.5% total sales tax of $7,297.82 for a total amount of $93,154.52.

- Recommendation
Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the December 6, 2016 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 6405, if you have any questions or concerns.

Enclosures
# Residential Lease Agreement for 7981 Blaine Road, Blaine, WA, between Whatcom County Parks and Recreation and Rodney and Haylie Parks.

## ATTACHMENTS:

- **Residential Lease 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.)

This is a new lease agreement between Whatcom County Parks and Recreation and Rodney and Haylie Parks to reside at 7981 Blaine Road, Blaine, WA. The term of this agreement is one year, commencing on July 11, 2016 and ending on June 30, 2017 at which point it reverts to a monthly lease agreement. Monthly rent is $1,250.00.
MEMORANDUM

TO: Jack Louws, Executive

FROM: Michael McFarlane, Director

DATE: November 23, 2016

RE: 7981 Blaine Road Residential Rental Lease

Enclosed find two copies of a residential rental lease for the house at 7981 Blaine Road, Blaine, for your signature. This is a one year lease agreement for a rate of $1,250.00 per month that changes to a month to month basis after the initial one year period.

Should you have any questions or need additional information, please contact me at 5855.

Thank you.
**Whatcom County Contract No:** 201611037

**Originating Department:** Parks & Recreation  
**Division/Program:** (i.e. Dept. Division and Program) Click here to enter text.  
**Contract or Grant Administrator:** Christ Thomsen  
**Contractor's / Agency Name:** Parks, Rodney and Haylie  

**Is this a New Contract?**  
Yes ☒ No ☐  
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:   

**Does contract require Council Approval?**  
Yes ☐ No ☐  
If No, include WCC: (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.  

**Contract Amount:** (sum of original contract amount and any prior amendments):  
$ 1,250.00 / Month  

**This Amendment Amount:**  
$ 0.00  

**Total Amended Amount:**  
$ 1,250.00 / Month  

This is a new lease agreement between Whatcom County Parks and Recreation and Rodney and Haylie Parks to reside at 7981 Blaine Road, Blaine, WA. The term of this agreement is one year, commencing on July 11, 2016 and ending on June 30, 2017 at which point it reverts to a monthly lease agreement. Monthly rent is $1,250.00.  

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>One year, then converts to monthly</th>
<th>Expiration Date:</th>
<th>6/30/2017, then converts to Montly</th>
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<tbody>
<tr>
<td>Contract Routing:</td>
<td>1. Prepared by: Christ Thomsen</td>
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<tr>
<td>2. Attorney signoff:</td>
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<td>3. AS Finance reviewed:</td>
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<td>4. IT reviewed (if IT related):</td>
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<td>6. Submitted to Exec.:</td>
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<td>7. Council approved (if necessary):</td>
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<td>8. Executive signed:</td>
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<tr>
<td>9. Original to Council:</td>
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</tbody>
</table>

**Council approval required for:** all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:  
1. Exercising an option contained in a contract previously approved by the council.  
2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.  
3. Bid or award is for supplies or equipment included approved in the budget.  
4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Last edited 10/31/16
RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT, dated as of July 11, 2016, is made and entered into between WHATCOM COUNTY (PARKS & RECREATION DEPARTMENT), a municipal corporation in the State of Washington, hereinafter referred to as "Landlord", and Rodney and Haylie Parks hereinafter referred to as "Tenant".

In consideration of the covenants and agreements hereinafter set forth, Landlord does hereby lease to Tenant those certain premises situated at 7981 Blaine Road, Blaine, WA, 98230, hereinafter referred to as "Premises."

Premises are described as a two-story, single-family residence and single-bay garage as presented in attached diagram (Addendum e).

for a term of one (1) year commencing on July 11, 2016 and ending on June 30, 2017 upon the following terms and conditions. Upon expiration of one (1) year from commencement date, this lease agreement reverts to a monthly lease agreement.

1. OCCUPANCY SHALL BE LIMITED: jointly and severally to the following persons (adults and children).
   Rodney Parks, Haylie Parks, Cole Parks, Kael Parks
   Note: Landlord/agent must approve over-night visitors staying more than 7 consecutive days or a total of over twenty (20) days in any 12-month period. Landlord/agent does not allow for subletting of property.
   Provision for pets/animals: None   no. of vehicles: 2   RV/Boats: None

2. RENT: Tenant shall pay monthly rent of $1250.00 ($1107.76 plus $142.24 leasehold tax of 12.84%), in advance on or before the first day of each month to Landlord or to such other person(s) as Landlord from time to time designates in writing.

3. UTILITIES: paid by landlord (checked): _ electric, _ gas, _ water, N/A sewer, _ garbage, (other) _
   Landlord will bill tenant for water usage monthly.
   Tenant must pay all other utilities; failure to promptly call in for service may result in a $35 charge.

4. SECURITY FEE: Tenant to pay a security fee in the amount of $1250.00. Of this fee, none shall be retained by Landlord as a non-refundable cleaning fee. Upon termination of this tenancy, all or a portion of the remainder of this deposit may be retained by Landlord, and any refund to the Tenant is conditioned as follows:
   a. Tenant shall have fully performed the obligations hereunder and those set forth in the 1973 Residential Landlord-Tenant Act as amended, or as subsequently amended.
   b. Tenant shall have occupied the premises for a minimum of six months or longer.
   c. Tenant shall have returned to Landlord all keys provided during the tenancy. A charge of $10.00 will be assessed for each key not returned by Tenant.
   d. Tenant shall have cleaned and restored premises to its original condition at commencement of this tenancy, except for normal wear and tear resulting from ordinary use. Cleaning shall include thorough commercial cleaning of all carpets.
   e. Tenant shall have remedied or repaired to Landlord's satisfaction any damage to premises or furnishings.
   f. Within fourteen (14) days after termination of tenancy and vacation of the premises, Landlord will give Tenant a full and specific statement of the basis for retaining any or all of the deposit together with the payment of any refund due.

Sunset Rental Lease 07/11/2016
Any refundable pre-paid rent shall first apply to final balances due landlord not covered by security fee. Refund checks void if not cashed or deposited within 90 days.

5. **TENANT AGREES AND UNDERSTANDS:** That any of said security fee may not be applied by the tenant toward rent at any time. Any security fee refund or shortage, as per itemized statement (or estimate), shall be processed between 2 and 14 days following rental agreement termination and vacation of premises. The security fee held in trust per RCW 59.18.270.

6. **DELIVERY OF RENT AND NOTICE:** All rent is due on the first day of each monthly rental period, it is absolutely the responsibility of the tenant to mail/deliver rent payment (cash, check, money order/cashier check, at landlord/agent option; checks should be made payable to Whatcom County Parks & Recreation) to the following address or location: Whatcom County Parks & Recreation, 3373 Mt. Baker Highway, Bellingham WA 98226. Landlord/agent will not be responsible for any lost or missing cash payments not personally handed to landlord/agent. If by commencement date, tenant fails to call/show up, get keys, and pay all move-in money due, landlord/agent may immediately terminate agreement with no refunds.

7. **LATE/NFS/DEFAULT RENT:** Any rent due not paid by the 5th day of the monthly rental period is subject to a $75.00 late fee charge. Late fees assessed concurrent with rent due shall be considered rent as due. **NSF checks shall be assessed $30.00 each.** If tenant defaults in rent payment, is absent from the premises without notice, and there is reason or cause to believe tenant is terminating occupancy, the premises will be considered abandoned, entitling landlord or agent to post notice, take immediate possession, change locks, and store of any remaining items.

8. **NOTICES:** Tenant shall give the landlord or agent at least 20 days’ written notice **prior to the end of the rental period** of intention to vacate the premises. (Shorter notices, or notices other than for the end of the period, require approval of landlord.) Landlord or agent may also give 20-day no-cause notice to tenant to terminate tenancy. Tenant shall, at the expiration of either and all notices, surrender the premises and keys to the landlord or agent in accordance with this agreement.

   a. Maintenance & Showing: Following proper landlord/agent notice, tenant shall allow access to unit at reasonable times. Tenant failure to so honor access is cause to assess tenant for any service cancellation costs, and $100 per RCW 59.18.150(5).

9. **SIGNS/ACCESS:** Landlord/agent may enter yard and place/maintain business signs/postings (e.g. rent, lease, sale) on the premises as deemed necessary for business operations. Additionally, landlord or agent may enter the tenant’s premises for purposes of: (1) inspection; (2) cleaning, repairs or alterations; (3) other services; or (4) showing premises; provided, access is at reasonable times with proper notice (no notice required for emergency, end/term or abandonment). Tenant notice to vacate, or request for service or repairs, shall constitute tenant-approved notice of respective access by landlord or agent (in absence of tenant objection).

10. **PUBLIC SAFETY:** Dwelling is equipped with battery-operated smoke/heat detectors, and CO alarms in working order. Tenant is responsible to maintain the devices in working order; tenant failure to comply includes a $200 fine per RCW 43.44.110(4). **If any device is later found inoperable, landlord may charge tenant $50 compliance fee/each.** The building does not have an emergency notification, relocation or evacuation plan for occupants. Report any suspicious activities to police. Tenant will not knowingly/freely give unit keys to
outsiders, nor allow entry of any felon, law violator or repeat abuser without landlord written approval. Intentional and malicious property damage, impair, removal or deface by tenant is a criminal offense under 9A.52 RCW.

11. Operable Fire Extinguishers are located in the following locations: Kitchen. The tenant is required to check the fire extinguishers monthly to determine if they are fully charged. The tenant(s) must immediately notify the County if there is not a full charge or there is a need for repair or replacement.

12. CHANGE IN TERMS OR RENT: Changes in terms or rent are effective anytime upon written approval of all affected parties, or upon 30 days written notice by landlord/agent effective at the end of the corresponding rental month. All other provisions shall remain intact.

13. INSURANCE/REPAIRS: Tenant is not insured under Landlord’s insurance (Landlord/agent is not responsible for damaged/missing tenant property). Tenants should obtain insurance on their personal property to include theft, vandalism, pests, accident, storm, cold or heat, mold, flood, water, and electrical damages, as a minimum. Landlord/agent will promptly respond to tenant written requested repairs, but will not be monetarily responsible for: (1) tenant disruptions or inconveniences during habitable periods of repair, drying, scheduling or bidding of same; (2) tenant/guest injuries incurred in or around obvious areas of maintenance, repair, or construction; nor (3) housing or other costs incurred by tenant during good-faith periods of landlord repairs or other activities.

14. ATTORNEY’S FEES: In the event suit shall be brought regarding the performance of the terms and provisions of this Agreement or because of a breach of any of Tenant’s obligations, then Tenant agrees to pay to Landlord reasonable attorney’s fees as authorized by R.C.W. Chapter 59.18.

15. PREMISES USE: Tenant shall not use said or neighboring premises for any illegal purpose, or for any other purpose than that of a residence. No excessive traffic or visitors (e.g. more than 3-4 drive-ups or walk-ins per day) without landlord/agent approval. Tenant shall not allow entry of anyone in violation of court protection orders. Tenant to conform to all covenants, codes, statutes, ordinances; and landlord/agent rules regarding occupancy. Absolutely no unlawful drugs, excessive drinking, public disturbances, verbal abuse, spiteful threats, unauthorized pets/firearms/smoking on premises. Violations are cause for eviction.

16. OPERATION, MAINTENANCE, STORAGE, ALTERATIONS TO PREMISES: On a continuing basis, tenant agrees to:

a. Keep premises in a clean, neat, and sanitary condition; no parking, storage or accumulation of debris on lawn or yard;

b. Dispose of all rubbish, garbage, and waste in a clean and sanitary manner—-at reasonable intervals—and assume all costs of extermination and fumigation for infestation caused by tenant; not feed straying pets or animals; not temporarily host pets;

c. Properly ventilate and operate all electrical, gas, heating, plumbing, septic, facilities, fixtures, doors, windows, locks, and

d. No portable kerosene/gas/incense burning; keep hot water tank at 120 degree maximum; limit candle burning; no excessive odorous chemicals/sprays/vapors; restrict toilets to biological waste and tissue paper; keep drains clear;
e. No BBQs or open fires in units or under eaves, canopies, balcony over-heads, in public areas, or under building structures or covers; (Note: Carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, and can afflict or kill!)

f. Pay for, replace or repair in a landlord-approved manner, all items (including doors, windows, locks, smoke/heat/CO alarms) damaged or made inoperable during occupancy; correct or repair plumbing and fixtures clogged or broken by misuse or neglect; and where applicable, use due precaution against freezing or stoppage of water pipes in and around the premises;

g. Report all plumbing/roof/water leaks, and all mold, code and other hazardous conditions to landlord/agent within 48 hours to avoid charges for inspections, presumptive damages, and increased utility fees caused by lack of timely reporting to landlord;

h. Not deface, damage, impair, or remove any property, facilities, equipment, and appliances; not install TV/radio antennas, decorations, signs, postings, nor other equipment without landlord/agent approval except as authorized under FCC regulations; For any installations, landlord/agent may assess an added refundable $250 security fee to cover removal costs;

i. Not grow medically-approved or other marijuana in or around the premises; Limit supply for own medical purposes per RCW 69.51A.040; Not smoke/vaporize same anywhere inside premises, nor within 25 feet of a public facility; nor in any unauthorized outside or public areas.

j. Not make unauthorized alterations, climb ladders/roofs, paint/wallpaper, change fixtures/locks, or run dangerous equipment; any alteration must be pre-approved in writing by the Parks Operations Manager or their designee.

k. Not store non-operating vehicles, nor boats, RV’s, motor cycles, trailers, firearms, equipment, tools, hazardous materials, liquids, paints, fuels/oils, chemicals, waste or non-using items on premises without landlord/agent approval; no waterbeds;

l. Maintain reasonable peace and quiet with other tenants/neighbors and pay for any caused damages therein; no fireworks; No disturbing TV’s, sound systems, musical instruments, or other disturbing activities; No fireworks of any kind.

m. No posting of any political, advertising, or other signs on park property, including in windows that are visible to the public. Whatcom County recognizes the Tenant’s right to free speech, but given the public nature of park property it is imperative that the public not conclude that Whatcom County Parks & Recreation is endorsing a particular candidate or political position, or is advertising a particular product or service.

17. MOLD/LEAD PAINT: Copy of State-approved mold information hand-out is provided per RCW 59.18.060(12). For pre-1978 housing, a federal-approved pamphlet on lead poison prevention is also provided. BEWARE: Touching, breathing or eating lead paint chips/construction dust can be hazardous to people...especially children!

18. YARD/OUTSIDE PREMISES: Keep own driveways, walks, porches, and garages clean and clear of obstructions. Failure to comply following notice will result in charges to tenant for necessary remedy. Landlord/agent may reasonably enter yard/buildings without notice to service common areas and outside
yard/structures. No trampolines, swimming pools, swing or climbing sets, or other such “attractive nuisances” without written approval of landlord/agent. Unauthorized parking, storage, or accumulation of waste may be assessed up to $10.00 per day per violation.

19. FURNISHINGS PROVIDED: Included (if checked) are XX stove, XX refrigerator, _drapes, _shades, _curtains, XX blinds, and also the following:

20. CONDITION REPORT UP-DATE: Tenant to complete and return any/all condition report up-dates by 30 days of move in.

21. DELIVERY OF POSSESSION: If for any reason landlord or agent fails to deliver possession of these premises at the start of this agreement, rent shall be abated until tenant possession. All other aspects of this agreement shall remain in full force. In no event shall landlord or agent be liable for damages caused by failure to deliver possession of the premises. If possession is not given tenant within 7 days of the start date, tenant may terminate this agreement with full refund by giving written notice.

22. EVICTION PURSUANT TO WRIT OF RESTITUTION: Tenant(s) HEREBY OBJECTS to the storage of their personal property. Tenant(s) understand this will result in their property being placed on the nearest public right-of-way.

23. RECEIPT OF MONEY PAID: Tenant has paid $1250.00 in check for security fee; and paid $846.72 in check for rent covering period July 11, 2016 through July 31, 2016.

24. TENANT’S DEFAULT AND LANDLORD’S RE-ENTRY: The occurrence of any of the following constitutes a material default and breach of this agreement:

   a. Failure to pay rent.
   b. Failure to observe and perform any other required provisions of this agreement.
   c. Committing waste, maintaining a nuisance, being declared a sex-offender or convicted of a crime; tenants and or guests which cause law enforcement contact as a result of a violation of the law which results in an arrest.
   d. Landlord may terminate tenancy prior to the end of the agreement if Tenant receives three notices for “3-day pay or vacate” or three notices for “10-day comply-or-vacate” within a 12-month period.

25. LANDLORD’S DUTY: Landlord agrees to keep the shared and common premises clean and fit for human habitation and to comply with all state and local laws regarding maintenance and repair of the premises, unless otherwise agreed to in this agreement.

26. OTHER CONDITIONS: This agreement also is subject to these other conditions:

   a. Road access to the Tennant Lake Apartment is at times subject to severe weather/flooding and may limit access to the apartment. Tenant shall not be entitled to any abatement of Rent or damages by reason of severe weather/flooding conditions.

27. NO WAIVER: Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord’s right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
28. **HOLD HARMLESS:** Tenants shall indemnify and hold Landlord harmless from claims of loss or damage to real and personal property and of injury or death to persons caused by the acts or negligence or wrongful acts of Tenants, Tenants’ family, guests, licensee or invitees. Tenants expressly releases Landlord from any and all liability for any loss or damage to property or effects arising out of water leakage, breaking in or theft, or other causes beyond the reasonable control of Landlord. There is no warrant that there will be no criminal acts or that Tenants will be free from the violent tendencies of third parties.

29. **JOINT AND SEVERAL LIABILITY:** It is understood and agreed that each party signing this Agreement as Tenant is liable for the full amount of rent provided herein. The obligation of Tenants is joint and several.

30. **SEVERABILITY:** The construction validity and effect of this Agreement shall be governed by the laws of the State of Washington. Any provision of this agreement prohibited by such laws shall be ineffective to the extent of such prohibition without invalidating the remaining provisions thereof.

31. **KEYS:** Two (2) keys will be provided at time of possession. Keys may not be duplicated or provided to other persons, nor locks replaced, without the permission of the Landlord.

32. **REPORT TO CREDIT/TENANT AGENCIES:** Tenants are hereby notified that a nonpayment, late payment or breach of any of the terms of this residential lease agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

33. **ADDENDA TO AGREEMENT:** The following Exhibits may be attached as separate addenda:

   a. **PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME**
   b. **GOT MOLD? FREQUENTLY ASKED QUESTIONS ABOUT MOLD**
   c. **UTILITY CONTACTS LIST**
   d. **RESIDENTIAL LEASE BOUNDARY DIAGRAM**
Tenants acknowledge that they have read this agreement and will abide by its terms and will comply with all rules and regulations adopted by Landlord.

TENANTS

Rodney Parks

Haylie Parks

Phone(s): 360-927-5637
            360-927-3601

Email: RodneyParks64@hotmail.com
       hayliekparks@gmail.com

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 11 day of July, 2016, before me personally appeared Rodney Parks and Haylie Parks to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledges that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7 day of July, 2016.

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

My Commission expires: 4/11/2019

Executed as of the date first written above.

Sunset Rental Lease 07/11/2016
LANDLORD

WHATCOM COUNTY

Jack Louws, 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 and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this ___ day of ________________, 2016.

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham
My Commission expires:

WHATCOM COUNTY PARKS & RECREATION

__________________________
Michael McFarlane, Director

APPROVED AS TO FORM:

__________________________
Deputy Prosecuting Attorney
Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

◆ Get your young children tested for lead, even if they seem healthy.
◆ Wash children’s hands, bottles, pacifiers, and toys often.
◆ Make sure children eat healthy, low-fat foods.
◆ Get your home checked for lead hazards.
◆ Regularly clean floors, window sills, and other surfaces.
◆ Wipe soil off shoes before entering house.
◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
◆ Don’t use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
◆ Don’t try to remove lead-based paint yourself.
Protect Your Family From Lead In Your Home
Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.

SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.
IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.
Lead Gets in the Body in Many Ways

**Childhood lead poisoning remains a major environmental health problem in the U.S.**

---

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.
Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

**In children, lead can cause:**
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

**In adults, lead can cause:**
- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.
Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.
Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

◆ Windows and window sills.
◆ Doors and door frames.
◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

◆ 40 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors.
◆ 250 µg/ft² and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

◆ 400 parts per million (ppm) and higher in play areas of bare soil.
◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.
Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

◆ A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.

◆ A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.

◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

◆ Visual inspection of paint condition and location.

◆ A portable x-ray fluorescence (XRF) machine.

◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.
What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

◆ If you rent, notify your landlord of peeling or chipping paint.

◆ Clean up paint chips immediately.

◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.

◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.

◆ Wash children's hands often, especially before they eat and before nap time and bed time.

◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.

◆ Keep children from chewing window sills or other painted surfaces.

◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.

◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.
Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.

- To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors;
- 250 $\mu g/ft^2$ for interior windowsills; and
- 400 $\mu g/ft^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.
Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

◆ **Have the area tested for lead-based paint.**

◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.

◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can’t move your family, at least completely seal off the work area.

◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure “Reducing Lead Hazards When Remodeling Your Home.” This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

If not conducted properly, certain types of renovations can release lead from paint and dust into the air.
Other Sources of Lead

◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family’s clothes.

◆ Old painted toys and furniture.

◆ Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.

◆ Lead smelters or other industries that release lead into the air.

◆ Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ folk remedies that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.
For More Information

The National Lead Information Center
Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

EPA's Safe Drinking Water Hotline
Call 1-800-426-4791 for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772, or visit CPSC’s Web site at: www.cpsc.gov.

Health and Environmental Agencies
Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at 1-800-424-LEAD.

For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.
EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8I)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RAI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985
CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

**Eastern Regional Center**
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

**Western Regional Center**
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

**Central Regional Center**
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD’s Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

**U.S. Department of Housing and Urban Development**
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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Got Mold?
Frequently Asked Questions About Mold

What are molds?
Molds are tiny microscopic organisms that digest organic matter and reproduce by releasing spores. Molds are a type of fungi and there are over 100,000 species. In nature, mold helps decompose or break-down leaves, wood and other plant debris. Molds become a problem when they go where they are not wanted and digest materials such as our homes.

What makes molds grow in my home?
Mold enters your home as tiny spores. The spores need moisture to begin growing, digesting and destroying. Molds can grow on almost any surface, including: wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. The mold grows best when there is lots of moisture from a leaky roof, high humidity, or flood. There is no way to get rid of all molds and mold spores from your home. But you can control mold growth by keeping your home dry.

Can I be exposed to mold?
When molds are disturbed, they release spores into the air. You can be exposed by breathing air containing these mold spores. You can also be exposed through touching moldy items, eating moldy food or accidental hand to mouth contact.

Do molds affect my health?
Most molds do not harm healthy people. But people who have allergies or asthma may be more sensitive to molds. Sensitive people may experience skin rash, running nose, eye irritation, cough, nasal congestion, aggravation of asthma or difficulty breathing. People with an immune suppression or underlying lung disease, may be at increased risk for infections from molds.

A small number of molds produce toxins called mycotoxins. When people are exposed to high levels of mold mycotoxins they may suffer toxic effects, including fatigue, nausea, headaches, and irritation to the lungs and eyes. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

When is mold a problem?
You know you have mold when you smell the “musty” odor or see small black or white specks along your damp bathroom or basement walls. Some mold is hidden growing behind wall coverings or ceiling tiles. Even dry, dead mold can cause health problems, so always take precautions when you suspect mold.

Mold is often found in areas where water has damaged building materials and furniture from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Mold often grows in rooms with both high water usage and humidity, such as kitchens, bathrooms, laundry rooms, and basements. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

When should I sample for mold?
You don’t need to sample for mold because in most cases you can see or smell mold. Even a clean, dry house will have some mold spores, but not enough to cause health problems. If you smell mold it may be hidden behind wallpaper, in the walls or ceiling or under the carpet. If you suspect you have hidden mold be very careful when you investigate, protect yourself from exposure in the same manner as you would for a clean-up.
Can I control mold growth in my home?
Yes you can. Dry out the house and fix any moisture problems in your home:
- Stop water leaks, repair leaky roofs and plumbing. Keep water away from concrete slabs and basement walls.
- Open windows and doors to increase air flow in your home, especially along the inside of exterior walls. Use a fan if there are no windows available.
- Make sure that warm air flows into all areas of the home. Move large objects a few inches away from the inside of exterior walls to increase air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Use heavy plastic to cover earth floors in crawl spaces.
- Clean and dry water damaged carpets, clothing, bedding, and upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly to remove mold spores.
- Check around your windows for signs of condensation and water droplets. Wipe them up right away so mold can’t start to grow.

What can I use to clean up mold?
Clean up mold and take care of the problem by following the advice above to keep your home dry and keep mold out. Act fast! Mold damages your home as it grows. Clean it up as soon as possible.

Size the Moldy Area
Decide if you have a large or small area of mold. A small area is less then about ten square feet, or a patch three feet by three feet square. To clean a small area, follow the advice below. You may use a cotton face mask for protection. If you have a lot of mold damage (more then ten square feet) consider hiring a cleaning professional. If the moldy area has been contaminated by sewage or is in hidden places hire a professional. To find a professional, check under “Fire and Water Damage Restoration” in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.

Use Protection
Wear goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should wear an Occupational Safety and Health Administration (OSHA) approved particle mask.

Seal the Area
Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.

Remove Items
Remove all your furnishings to a mold-free area. Clean the surrounding moldy area then follow cleaning directions below for the items you removed and the new space.

Bag Moldy Trash
Bag all moldy materials and tie off the top of the bag. Bring them outdoors and place in your garbage container right away.

Scrub Surfaces
Scrub hard surfaces:
- First wash with a mild detergent solution, such as laundry detergent and warm water. Allow to dry.
- (Optional step) Then wipe with a solution of 1/4 cup bleach to one gallon of water. Wait 20 minutes and repeat. Wait another 20 minutes.
- Last apply a borate-based detergent solution and don’t rinse. This will help prevent mold from growing again. A borate-based laundry or dish washer detergent has “borate” listed on the ingredients label.

Clean and Wash
Give the entire area a good cleaning, vacuum floors, and wash any exposed bedding or clothing.

Monitor
Check regularly to make sure mold has not returned to the clean-up area.
What cleans up moldy furniture?
How to clean you moldy furniture depends on how it reacts to water. See chart below:

<table>
<thead>
<tr>
<th>Reaction to Water</th>
<th>Items</th>
<th>Recommendations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doesn’t absorb water and is washable.</td>
<td>Wood, metal, plastic, glass, and</td>
<td>Wipe with a solution of lukewarm water and laundry</td>
</tr>
<tr>
<td></td>
<td>ceramics objects.</td>
<td>detergent.</td>
</tr>
<tr>
<td>Absorbs water and is washable.</td>
<td>Clothes and bedding.</td>
<td>Wash in laundry.</td>
</tr>
<tr>
<td>Absorbs water but not washable.</td>
<td>Beds, sofas and other furniture.</td>
<td>These items may have to be discarded.</td>
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<tr>
<td></td>
<td></td>
<td>Or, try to save by vacuuming well and allowing to air</td>
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<tr>
<td></td>
<td></td>
<td>out. If there is no odor it may be okay. Mold can</td>
</tr>
<tr>
<td></td>
<td></td>
<td>come back, so watch for any mold growth or mold</td>
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<tr>
<td></td>
<td></td>
<td>related health problems. Discard the item if you</td>
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<tr>
<td></td>
<td></td>
<td>suspect mold is growing inside or outside the item.</td>
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</tbody>
</table>

Should I paint over mold?
No. Don’t paint or caulk over mold. The mold will grow under the paint and the paint will peel.

Must landlords tell tenants about mold?
Yes! In 2005, the Washington State legislature approved Senate Bill 5049 which requires landlords to notify their tenants about mold. See our resources landlords can use to comply with this mold notification requirement at www.doh.wa.gov/ehp/ts/iaq/renter.htm.

Who are my local contacts for more information about mold?
In Washington, you can contact your county health department (www.doh.wa.gov/LHJMap/LHJMap.htm) for more information about mold. If you live outside of Washington State, try contacting your county or state health department (www.doh.wa.gov/Links/links2.htm#State).

Need more mold information?
- CDC has frequently asked questions, identifying mold problems and cleanup, and workplace resources at www.cdc.gov/mold.
- EPA offers resources for homeowners, schools, and building managers at www.epa.gov/mold.
- Northwest Clean Air Agency “Mold in Your Home” videos are available in English and Spanish at www.nwcleanair.org/aqPrograms/indoorAir.htm.
7981 Blaine Road, Blaine, WA
Renters Utilities Contacts List

- Water Service: Reimbursement billed through Landlord
- Electric Service: Puget Sound Energy at 1-888-225-5773
  - Property Meter Number: H75098857
- Trash and Recycling Service: Sanitary Service Corp. at 360-734-3490
- Natural Gas Service: Cascade Natural Gas at 1-888-522-1130

Reminder: failure to promptly call in for service may result in a $35 charge.
**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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<tr>
<td>Originator:</td>
<td>AH</td>
<td>11-18-16</td>
<td></td>
<td></td>
<td>Executive Session, Council</td>
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<td>Division Head:</td>
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<td>Dept. Head:</td>
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<td>Purchasing/Budget:</td>
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<td>Executive:</td>
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<td></td>
<td>1.28.16</td>
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</table>

**TITLE OF DOCUMENT:**
Discussion regarding potential property acquisition for the Flood Control Zone District

**ATTACHMENTS:**
None

**SEPA review required?**  ( ) Yes ( x ) NO  **Should Clerk schedule a hearing?**  ( ) Yes ( x ) NO

**SEPA review completed?**  ( ) 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.)*

Discussion regarding a potential property acquisition for the Flood Control Zone District with Public Works staff. (Discussion of this item may take place in executive session (closed to the public pursuant to RCW 42.30.110 (1) (b))

**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.
Title of Document: Ordinance Authorizing the Levy of Taxes for County and State Purposes in Whatcom County, Washington, for the Year of 2017

Attachments: Proposed Ordinance

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 proposed ordinance adopts the Whatcom County 2017 Property tax levy, including a 1% property tax levy increase.

Committee Action:

 filt/dnted
11/9/2016: Introduced
11/22/2016: Version Two with additional information adopted 5-2, Brenner and Browne opposed, Ord. 2016-052

Note: On 11/28/2016 Executive Jack Louws vetoed this ordinance - see attached memo

Council Action:

Ordinance or Resolution Number: Ord. 2016-052

Related County Contract #: Related File Numbers:

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.
MEMO TO: BARRY BUCHANAN, WHATCOM COUNTY COUNCIL CHAIR  
WHATCOM COUNTY COUNCIL MEMBERS

FROM: JACK LOUWS, COUNTY EXECUTIVE

DATE: NOVEMBER 28, 2016

SUBJECT: VETO - ORDINANCE 2016-052 AUTHORIZING THE LEVY OF TAXES FOR COUNTY AND STATE PURPOSES IN WHATCOM COUNTY, WASHINGTON, FOR THE YEAR OF 2017

VETO - ORDINANCE 2016-053 IN THE MATTER OF THE ADOPTION OF THE FINAL BUDGET OF WHATCOM COUNTY FOR THE BIENNIAL 2017-2018

I am writing to inform you that I am exercising my power of veto per Whatcom County Charter 3.22(f) on the ordinances noted and providing my written objections in this memorandum.

ORDINANCE 2016-052 AUTHORIZING THE LEVY OF TAXES FOR COUNTY AND STATE PURPOSES IN WHATCOM COUNTY, WASHINGTON, FOR THE YEAR OF 2017

The ordinance adopts a 1% property tax increase, raising $285,312.97 in the first year. My objections to this ordinance are:

1. $150,000 or 53% of the increase is allocated for legal review of potential legislation developed by Council related to the export of fossil fuel out of Cherry Point.

2. The remainder of the tax increase is not allocated for a specific mandated purpose, or for solving existing challenges related to infrastructure. Levying a property tax increase at this time, I believe, will impact our ability to garner the support of our citizens when we need them to approve a tax initiative as soon as 2017 to solve our long-standing infrastructure needs related to the jail.

3. The increase comes to rural residents at a time when they are reeling from the recent Supreme Court decision relating to the permit-exempt well issue. This does not seem sufficiently attentive to the financial challenges our citizens in our rural areas are facing.

Understand that I do not have a philosophical problem with raising taxes if there is a well thought out plan to solve community challenges, but I do believe there needs to be an actual foundation for these decisions that is not based simply on “everyone else is doing it”. I encourage the Council to reconsider this tax increase until and unless a well thought out plan of action is committed to dedicating a tax increase to solving existing problems.
ORDINANCE 2016-053 IN THE MATTER OF THE ADOPTION OF THE FINAL BUDGET OF WHATCOM COUNTY FOR THE BIENNUIUM 2017-2018

Nearly all of the non-mandated changes Council made to my recommended biennial budget were reasonable and could be absorbed within our available revenues. However, I am also vetoing the 2017-2018 budget ordinance.

My objections to this ordinance are:

1. It includes the 1% property tax increase noted above and for the same reasons I stated above, I cannot veto that ordinance without vetoing this one.
2. The 1% property tax revenue includes an earmark for 53% of it to be used for professional legal services that do not reflect my concern for the entirety of our citizens and are not, in my opinion, necessary. Specific land use regulations developed within the County's scope of authority do not need outside legal review costing $150,000.

I would encourage Council to put action behind their words as to dedication of new funds to solve existing problems rather than to spend money on non-mandated services or initiatives that only add to our fiscal challenges. I encourage the council to reconsider the inclusion of the tax increase and the dedicated expense for outside legal counsel in the biennial budget.

Respectfully,

[Signature]

Jack Louws
County Executive
PROPOSED BY: Executive
INTRODUCTION DATE: November 9, 2016

ORDINANCE NO. 2016-052

AUTHORIZING THE LEVY OF TAXES FOR COUNTY AND STATE PURPOSES IN WHATCOM COUNTY, WASHINGTON, FOR THE YEAR OF 2017

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

WHEREAS, the County Council has approved a budget for the 2017–2018 biennium, including all sources of revenues and anticipated expenditures on November 22, 2016; and,

WHEREAS, a large taxpayer appealed the valuation determined for their property for the tax years 2013-2015, and was subject to reduction associated with highly valued disputed property per RCW 84.52.018; and,

WHEREAS, taxes on values in question were held in abeyance for 2013-2015; and,

WHEREAS, the taxpayer and the County have resolved the values in question; and,

WHEREAS, the Washington State Department of Revenue requires the County increase property taxes to recover levy increases for new construction and improvements to property and any increase in the value of state assessed property for tax years 2013-2015; and,

WHEREAS, the tax increase to recover levy reduction associated with highly valued disputed property for tax years 2013-2015 is $350,693.68, which is a percentage increase of 1.23% over the 2016 tax levy; and,

WHEREAS, the County Council has determined it is necessary to increase the General Fund property tax levy for 2017 by 1% of the highest allowable levy to fund essential county services; and,

WHEREAS, a tax increase of 1% will result in a tax increase of $285,312.97, which is a percentage increase of 1.00% over the 2016 tax levy; and,

WHEREAS, the combined result of the two tax increases described above is a tax increase of $636,006.65, which is a percentage increase of 2.23% over the 2016 tax levy; and,
WHEREAS, the County Council held a public hearing regarding the biennial county budget which included property tax rates, and other revenues;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council:

(A) The property taxes for Whatcom County are hereby levied and are to be charged to the assessment and tax rolls of Whatcom County; and,

(B) Property taxes are levied in 2016 for collection in 2017; and,

(C) The amounts collected through the County general levy shall be limited to the amount of 2016 taxes, plus $285,312.97, in addition to levy increases for new construction and improvements to property and any increase in the value of state-assessed property, including levy increases from new construction, improvements to property and any increase in the value of state-assessed property resulting from recovery of valuation in controversy ($350,693.68). A property tax increase, in addition to the amount resulting from the addition of new construction, and improvements to property and any increase in the value of state-assessed property, is hereby authorized for the 2017 levy in the amount of $636,006.65, which is a percentage increase of 2.23% from the previous year.

(D) Because the State of Washington is unable to provide the figures and documentation necessary to establish fixed levy rates, as these figures do become available from the State, levies shall be fixed per "Exhibit A" which shall be prepared by the County Assessor, and attached and incorporated herein by reference.

BE IT FURTHER ORDAINED that the taxes to be levied against parcels of property within the Diking Districts, Drainage Districts, and Drainage Improvement Districts are to be credited to the individual maintenance funds for the year 2017, and the amounts to be apportioned to the original assessments for construction in said districts are as follows per "Exhibit B", attached hereto and incorporated herein by reference.
BE IT FURTHER ORDAINED that if the Washington State Legislature changes any laws affecting levies contained herein, and the Prosecuting Attorney's Office concurs, the Whatcom County administration will change such levies accordingly.

ADOPTED this 22nd day of November, 2016.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Daniel L. Gibson
Civil Deputy Prosecutor

( ) APPROVED  X  NOT APPROVED

Jack Louws, Executive

Date: 11/28/16
EXHIBIT A WILL BE AVAILABLE AFTER THE FIRST OF THE YEAR 2017
BUDGET FOR 2017
Butler Ditch District / 622

As of December 31, 2015

Cash in Account $4,250
WCIP Investments $67 $6,357
Uncollected Assessments (including 2016 and past years) $2,040
Actual 2016 expenditures $325 $3,053
Less any Estimated 2016 Expenditures (any outstanding invoices) $2,728
Projected 2017 beginning balance $3,304

2017 Budget

Revenues
Assessments $5,200
Other Revenue $0
Total 2017 Revenues $5,200
Total available for 2017 Budget Allocation $8,504
(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $500
Projected Work Plan/Estimated Maintenance Expenses $3,000
New Project and Unforeseen Expenses $5,004
Total Expenditures $8,504

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017 $5,200.00
BUDGET FOR 2017
Consolidated Drainage Improvement District #1 / 623

As of December 31, 2015

Cash in Account $9,783

WCIP Investments $16,296

Uncollected Assessments (including 2016 and past years) $6,000

Actual 2016 expenditures $1,199

Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $30,880

2017 Budget

Revenues

Assessments $6,000

Other Revenue $0

Total 2017 Revenues $6,000

Total available for 2017 Budget Allocation $36,880

(2017 projected beginning balance + 2017 revenue)

Expenditures:

Admin $300

Projected Work Plan/Estimated Maintenance Expenses $5,000

New Project and Unforeseen Expenses $31,580

Total Expenditures $36,880

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$6,000.00
BUDGET FOR 2017  
Drainage District #2/624

As of December 31, 2015

Cash in Account $10,030
WCIP Investments $3,219
Uncollected Assessments including 2016 and past years $3,000
Actual 2016 expenditures $937
Less any Estimated 2016 Expenditures any outstanding invoices $0

Projected 2017 beginning balance $15,312

2016 Budget

Revenues (add)
Assessments $3,000
Other Revenue

Total 2017 Revenues $3,000
Total available for 2017 Budget Allocation $18,312
(2016 projected beginning balance + 2016 revenue)

Expenditures: (subtract)
Admin $300
Projected Work Plan/Estimated Maintenance Expenses $2,000
New Project and Unforeseen Expenses $16,012

Total Expenditures $18,312

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$3,000.00
BUDGET FOR 2017
Drainage District #3/625

As of December 31, 2015

Cash in Account $28,583
WCIP Investments $1,443 $40,026
Uncollected Assessments (including 2016 and past years) $10,000
Actual 2016 expenditures $300 $300
Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $39,726

2017 Budget

Revenues
Assessments $1,000
Other Revenue $0
Total 2017 Revenues $1,000
Total available for 2017 Budget Allocation $40,726
(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $500
Projected Work Plan/Estimated Maintenance Expenses $6,000
New Project and Unforeseen Expenses $34,226
Total Expenditures $40,726

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$1,000.00
BUDGET FOR 2017
Drainage Improvement District #5/626

As of December 31, 2015

Cash in Account $37,381
WCIP Investments $821 $58,202
Uncollected Assessments (including 2016 and past years) $20,000
Actual 2016 expenditures $11,381 $21,381
Less any Estimated 2016 Expenditures (any outstanding invoices) $10,000

Projected 2017 beginning balance $36,821

2017 Budget

Revenues
Assessments $20,000
Other Revenue $0

Total 2017 Revenues $20,000

Total available for 2017 Budget Allocation (2017 projected beginning balance + 2017 revenue) $56,821

Expenditures:
Admin $500
Projected Work Plan/Estimated Maintenance Expenses $12,500
New Project and Unforeseen Expenses $43,821

Total Expenditures $56,821

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017 $20,000.00
BUDGET FOR 2017
Consolidated Drainage Improvement District #6/627

As of December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Account</td>
<td>$18,741</td>
</tr>
<tr>
<td>WCIP Investments</td>
<td>$6,765</td>
</tr>
<tr>
<td>Uncollected Assessments (including 2016 and past years)</td>
<td>$2,500</td>
</tr>
<tr>
<td>Actual 2016 expenditures</td>
<td>$125</td>
</tr>
<tr>
<td>Less any Estimated 2016 Expenditures (any outstanding invoices)</td>
<td>$175</td>
</tr>
<tr>
<td>Projected 2017 beginning balance</td>
<td>$27,706</td>
</tr>
</tbody>
</table>

2017 Budget

Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessments</td>
<td>$2,500</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total 2017 Revenues</strong></td>
<td><strong>$2,500</strong></td>
</tr>
<tr>
<td><strong>Total available for 2017 Budget Allocation</strong></td>
<td><strong>$30,206</strong></td>
</tr>
</tbody>
</table>

(2017 projected beginning balance + 2017 revenue)

Expenditures:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$250</td>
</tr>
<tr>
<td>Projected Work Plan/Estimated Maintenance Expenses</td>
<td>$500</td>
</tr>
<tr>
<td>New Project and Unforeseen Expenses</td>
<td>$29,456</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$30,206</strong></td>
</tr>
</tbody>
</table>

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$2,500.00
**BUDGET FOR 2017**  
**Drainage Improvement District #7/628**

### As of December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Account</td>
<td>$27,377</td>
</tr>
<tr>
<td>WCIP Investments</td>
<td>$3,617</td>
</tr>
<tr>
<td>Uncollected Assessments (including 2016 and past years)</td>
<td>$0</td>
</tr>
<tr>
<td>Actual 2016 expenditures</td>
<td>$300</td>
</tr>
<tr>
<td>Less any Estimated 2016 Expenditures (any outstanding invoices)</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Projected 2017 beginning balance</strong></td>
<td>$30,694</td>
</tr>
</tbody>
</table>

### 2017 Budget

**Revenues**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessments</td>
<td>$4,000</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total 2017 Revenues</strong></td>
<td>$4,000</td>
</tr>
</tbody>
</table>

**Total available for 2017 Budget Allocation**  
(2017 projected beginning balance + 2017 revenue)  

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$500</td>
</tr>
<tr>
<td>Projected Work Plan/Estimated</td>
<td></td>
</tr>
<tr>
<td>Maintenance Expenses</td>
<td>$7,000</td>
</tr>
<tr>
<td><strong>New Project and Unforeseen Expenses</strong></td>
<td>$27,194</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$34,694</td>
</tr>
</tbody>
</table>

**Projected 2017 Ending Balance**  

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recommended Assessment</strong></td>
<td>$4,000.00</td>
</tr>
</tbody>
</table>
BUDGET FOR 2017
Drainage Improvement District #15/629

As of December 31, 2015

Cash in Account $60,137
WCIP Investments $10,093 $90,230
Uncollected Assessments
(including 2016 and past years) $20,000
Actual 2016 expenditures $13,372 $15,872
Less any Estimated 2016 Expenditures
(any outstanding invoices) $2,500

Projected 2017 beginning balance $74,358

2017 Budget

Revenues
Assessments $0
Other Revenue $0
Total 2017 Revenues $0

Total available for 2017 Budget Allocation $74,358
(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $500
Projected Work Plan/Estimated Maintenance Expenses $17,500
New Project and Unforeseen Expenses $56,358

Total Expenditures $74,358

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$0.00
BUDGET FOR 2017
Drainage Improvement District #17/630

As of December 31, 2015

Cash in Account ___________________________ $11,767
WCIP Investments ___________________________ $1,069
Uncollected Assessments $15,836
(including 2016 and past years) $3,000
Actual 2016 expenditures ___________________________ $875
Less any Estimated 2016 Expenditures $1,875
(any outstanding invoices) $1,000

Projected 2017 beginning balance ____________ $13,961

2017 Budget

Revenues

Assessments ___________________________ $3,000
Other Revenue ___________________________ $0

Total 2017 Revenues ___________________________ $3,000

Total available for 2017 Budget Allocation ___________________________ $16,961

(2017 projected beginning balance + 2017 revenue)

Expenditures:

Admin ___________________________ $200
Projected Work Plan/Estimated Maintenance Expenses ___________________________ $2,000

New Project and Unforeseen Expenses ___________________________ $14,761

Total Expenditures ___________________________ $16,961

Projected 2017 Ending Balance ___________________________ $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$3,000.00
BUDGET FOR 2017
Consolidated Drainage Improvement District #20/631

As of December 31, 2015

Cash in Account
 WCIP Investments
 Uncollected Assessments
 (including 2016 and past years)
 Actual 2016 expenditures
 Less any Estimated 2016 Expenditures
 (any outstanding invoices)

Projected 2017 beginning balance

2017 Budget

Revenues
 Assessments
 Other Revenue

Total 2017 Revenues

Total available for 2017 Budget Allocation
 (2017 projected beginning balance + 2017 revenue)

Expenditures:
 Admin
 Projected Work Plan/Estimated
 Maintenance Expenses

New Project and Unforeseen Expenses

Total Expenditures

Projected 2017 Ending Balance

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$5,752.00
# BUDGET FOR 2017
Consolidated Drainage Improvement District #21/632

## As of December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Account</td>
<td>$38,042</td>
</tr>
<tr>
<td>WCIP Investments</td>
<td>$81</td>
</tr>
<tr>
<td>Uncollected Assessments (including 2016 and past years)</td>
<td>$5,500</td>
</tr>
<tr>
<td>Actual 2016 expenditures</td>
<td>$2,656</td>
</tr>
<tr>
<td>Less any Estimated 2016 Expenditures (any outstanding invoices)</td>
<td>$7,000</td>
</tr>
<tr>
<td><strong>Projected 2017 beginning balance</strong></td>
<td><strong>$33,967</strong></td>
</tr>
</tbody>
</table>

## 2017 Budget

### Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessments</td>
<td>$12,500</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>$500</td>
</tr>
<tr>
<td><strong>Total 2017 Revenues</strong></td>
<td><strong>$13,000</strong></td>
</tr>
</tbody>
</table>

**Total available for 2017 Budget Allocation**

(2017 projected beginning balance + 2017 revenue)

**$46,967**

### Expenditures:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$300</td>
</tr>
<tr>
<td>Projected Work Plan/Estimated Maintenance Expenses</td>
<td>$6,700</td>
</tr>
<tr>
<td>New Project and Unforeseen Expenses</td>
<td>$39,967</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$46,967</strong></td>
</tr>
</tbody>
</table>

**Projected 2017 Ending Balance**

**$0**

### RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

**$12,500.00**
BUDGET FOR 2017
Drainage Improvement District #30/633

As of December 31, 2015

Cash in Account $238
WCIP Investments $1,729
Uncollected Assessments (including 2016 and past years) $500
Actual 2016 expenditures $175
Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $2,292

2017 Budget

Revenues
Assessments $500
Other Revenue
Total 2017 Revenues $500

Total available for 2017 Budget Allocation $2,792
(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $200
Projected Work Plan/Estimated Maintenance Expenses $800
New Project and Unforeseen Expenses $1,792
Total Expenditures $2,792

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$500.00
# BUDGET FOR 2017
## Drainage Improvement District #30A/635

### As of December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Account</td>
<td>$1,648</td>
</tr>
<tr>
<td>WCIP Investments</td>
<td>$206</td>
</tr>
<tr>
<td>Uncollected Assessments (including 2016 and past years)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Actual 2016 expenditures</td>
<td>$175</td>
</tr>
<tr>
<td>Less any Estimated 2016 Expenditures (any outstanding invoices)</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Projected 2017 beginning balance</strong></td>
<td>$2,679</td>
</tr>
</tbody>
</table>

### 2017 Budget

**Revenues**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessments</td>
<td>$500</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total 2017 Revenues</strong></td>
<td>$500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total available for 2017 Budget Allocation</strong></td>
<td>$3,179</td>
</tr>
<tr>
<td><em>(2017 projected beginning balance + 2017 revenue)</em></td>
<td></td>
</tr>
</tbody>
</table>

**Expenditures:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$200</td>
</tr>
<tr>
<td>Projected Work Plan/Estimated Maintenance Expenses</td>
<td>$1,100</td>
</tr>
<tr>
<td>New Project and Unforeseen Expenses</td>
<td>$1,879</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$3,179</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Projected 2017 Ending Balance</strong></td>
<td>$0</td>
</tr>
</tbody>
</table>

**Recommended Assessment to be Levied for 2017**

$500.00
BUDGET FOR 2017
Consolidated Drainage Improvement District #31/634

As of December 31, 2015

Cash in Account $12,802
WCIP Investments $46,518 $74,320
Uncollected Assessments (including 2016 and past years) $15,000
Actual 2016 expenditures $657 $6,765
Less any Estimated 2016 Expenditures (any outstanding invoices) $6,108

Projected 2017 beginning balance $67,555

2017 Budget

Revenues
Assessments $15,000
Other Revenue $0

Total 2017 Revenues $15,000

Total available for 2017 Budget Allocation $82,555
(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $300
Projected Work Plan/Estimated Maintenance Expenses $11,000
New Project and Unforeseen Expenses $71,255

Total Expenditures $82,555

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$15,000.00
BUDGET FOR 2017
Diking District #1/636

As of December 31, 2015

Cash in Account $6,368
WCIP Investments $6,349
Uncollected Assessments (including 2016 and past years) $30,000
Actual 2016 expenditures $11,714
Less any Estimated 2016 Expenditures (any outstanding invoices) $11,714

Projected 2017 beginning balance $31,003

2017 Budget

Revenues

Assessments $60,000
Other Revenue $0

Total 2017 Revenues $60,000

Total available for 2017 Budget Allocation $91,003

(2017 projected beginning balance + 2017 revenue)

Expenditures:

Admin $500
Projected Work Plan/Estimated Maintenance Expenses $47,500

New Project and Unforeseen Expenses $43,003

Total Expenditures $91,003

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$60,000.00
BUDGET FOR 2017
Diking District #2/637

As of December 31, 2015

Cash in Account $13,309
WCIP Investments $84 $25,393
Uncollected Assessments (including 2016 and past years) $12,000
Actual 2016 expenditures $14,383 $14,383
Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $11,010

2017 Budget

Revenues
Assessments $12,000
Other Revenue $0

Total 2017 Revenues $12,000
Total available for 2017 Budget Allocation $23,010

(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $300
Projected Work Plan/Estimated Maintenance Expenses $7,000

New Project and Unforeseen Expenses $15,710
Total Expenditures $23,010

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017 $12,000.00
BUDGET FOR 2017
Diking District #3/638

As of December 31, 2015

Cash in Account $17,238
WCIP Investments $17,811
Uncollected Assessments (including 2016 and past years) $10,000
Actual 2016 expenditures $10,910
Less any Estimated 2016 Expenditures (any outstanding invoices) $1,200

Projected 2017 beginning balance $32,939

2017 Budget

Revenues
Assessments $12,000
Other Revenue $0
Total 2017 Revenues $12,000

Total available for 2017 Budget Allocation (2017 projected beginning balance + 2017 revenue) $44,939

Expenditures:
Admin $300
Projected Work Plan/Estimated Maintenance Expenses $12,000
New Project and Unforeseen Expenses $32,639
Total Expenditures $44,939

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$12,000.00
BUDGET FOR 2017
Diking District #4/639

As of December 31, 2015

Cash in Account $34,743
WCIP Investments $11,745
Uncollected Assessments (including 2016 and past years) $20,000
Actual 2016 expenditures $9,366
Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $57,122

2017 Budget

Revenues

Assessments $20,000
Other Revenue $0

Total 2017 Revenues $20,000

Total available for 2017 Budget Allocation $77,122
(2017 projected beginning balance + 2017 revenue)

Expenditures:

Admin $300
Projected Work Plan/Estimated Maintenance Expenses $11,000
New Project and Unforeseen Expenses $65,822

Total Expenditures $77,122

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$20,000.00
TWO VERSIONS OF THIS ORDINANCE ARE OFFERED FOR COUNCIL CONSIDERATION:

VERSION ONE
ORIGINAL ORDINANCE AS PROPOSED BY
THE COUNTY EXECUTIVE

VERSION TWO
AMENDED VERSION OF THE COUNTY EXECUTIVE’S
PROPOSAL - INCLUDES LANGUAGE AUTHORIZING AN
INCREASE TO THE GENERAL FUND PROPERTY TAX LEVY OF
1% TO FUND ESSENTIAL COUNTY SERVICES (AMENDMENT
APPROVED BY COUNCIL ON NOVEMBER 9).
ORDINANCE NO. ____________

AUTHORIZING THE LEVY OF TAXES
FOR COUNTY AND STATE PURPOSES
IN WHATCOM COUNTY, WASHINGTON,
FOR THE YEAR OF 2017

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration proposed tax and revenue ordinances necessary to raise sufficient revenues to balance the budget; and,

WHEREAS, the County Council has approved a budget for the 2017–2018 biennium, including all sources of revenues and anticipated expenditures on November 22, 2016; and,

WHEREAS, a large taxpayer appealed the valuation determined for their property for the tax years 2013-2015, and was subject to reduction associated with highly valued disputed property per RCW 84.52.018; and,

WHEREAS, taxes on values in question were held in abeyance for 2013-2015; and,

WHEREAS, the taxpayer and the County have resolved the values in question; and,

WHEREAS, the Washington State Department of Revenue requires the County increase property taxes to recover levy increases for new construction and improvements to property and any increase in the value of state assessed property for tax years 2013-2015; and,

WHEREAS, the County Council held a public hearing regarding the biennial county budget which included property tax rates, and other revenues;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council:

(A) The property taxes for Whatcom County are hereby levied and are to be charged to the assessment and tax rolls of Whatcom County; and,

(B) Property taxes are levied in 2016 for collection in 2017; and,

(C) The amounts collected through the County general levy shall be limited to the amount of 2016 taxes, in addition to levy increases for new construction and improvements to property and any increase in the value of state-assessed property, including levy increases from new construction, improvements to property and any increase in the value of state-assessed property.
EXHIBIT A WILL BE AVAILABLE AFTER THE FIRST OF THE YEAR 2017
BUDGET FOR 2017
Macaulay Creek Flood Control District/#641

As of December 31, 2015

Cash in Account $22,848

WCIP Investments $31

Uncollected Assessments (including 2016 and past years) $8,000

Actual 2016 expenditures $24,753

Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $6,126

2017 Budget

Revenues
Assessments $8,000
Other Revenue $0

Total 2017 Revenues $8,000

Total available for 2017 Budget Allocation $14,126

(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $300
Projected Work Plan/Estimated Maintenance Expenses $10,000

New Project and Unforeseen Expenses $3,826

Total Expenditures $14,126

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$8,000.00
**BUDGET FOR 2017**  
*Butler Ditch District / 622*

### As of December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Account</td>
<td>$4,250</td>
</tr>
<tr>
<td>WCIP Investments</td>
<td>$67</td>
</tr>
<tr>
<td>Uncollected Assessments <em>(including 2016 and past years)</em></td>
<td>$2,040</td>
</tr>
<tr>
<td>Actual 2016 expenditures</td>
<td>$325</td>
</tr>
<tr>
<td>Less any Estimated 2016 Expenditures <em>(any outstanding invoices)</em></td>
<td>$2,728</td>
</tr>
<tr>
<td><strong>Projected 2017 beginning balance</strong></td>
<td><strong>$3,304</strong></td>
</tr>
</tbody>
</table>

### 2017 Budget

**Revenues**

- Assessments: $5,200  
- Other Revenue: $0

**Total 2017 Revenues:** $5,200

**Total available for 2017 Budget Allocation:** $8,504  
*(2017 projected beginning balance + 2017 revenue)*

**Expenditures:**

- Admin: $500  
- Projected Work Plan/Estimated Maintenance Expenses: $3,000  
- New Project and Unforeseen Expenses: $5,004  

**Total Expenditures:** $8,504

**Projected 2017 Ending Balance:** $0

**RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017:** $5,200.00
BUDGET FOR 2017
Consolidated Drainage Improvement District #1 / 623

As of December 31, 2015

Cash in Account $9,783
WCIP Investments $16,296 $32,079
Uncollected Assessments (including 2016 and past years) $6,000

Actual 2016 expenditures $1,199 $1,199

Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $30,880

2017 Budget

Revenues
Assessments $6,000
Other Revenue $0

Total 2017 Revenues $6,000

Total available for 2017 Budget Allocation
(2017 projected beginning balance + 2017 revenue) $36,880

Expenditures:
Admin $300
Projected Work Plan/Estimated Maintenance Expenses $5,000

New Project and Unforeseen Expenses $31,580

Total Expenditures $36,880

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$6,000.00
BUDGET FOR 2017
Drainage District #2/624

As of December 31, 2015

Cash in Account $10,030
WCIP Investments $3,219 $16,249
Uncollected Assessments (including 2016 and past years) $3,000
Actual 2016 expenditures $937 $937
Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $15,312

2016 Budget

Revenues (add)
Assessments $3,000
Other Revenue

Total 2017 Revenues $3,000

Total available for 2017 Budget Allocation (2016 projected beginning balance + 2016 revenue) $18,312

Expenditures: (subtract)
Admin $300
Projected Work Plan/Estimated Maintenance Expenses $2,000

New Project and Unforeseen Expenses $16,012 $18,312

Total Expenditures

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$3,000.00
BUDGET FOR 2017
Drainage District #3/625

As of December 31, 2015

Cash in Account $28,583
WCIP Investments $1,443 $40,026
Uncollected Assessments (including 2016 and past years) $10,000
Actual 2016 expenditures $300
Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $39,726

2017 Budget

Revenues
Assessments $1,000
Other Revenue $0
Total 2017 Revenues $1,000

Total available for 2017 Budget Allocation $40,726
(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $500
Projected Work Plan/Estimated Maintenance Expenses $6,000
New Project and Unforeseen Expenses $34,226
Total Expenditures $40,726

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$1,000.00
BUDGET FOR 2017
Drainage Improvement District #5/626

As of December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Account</td>
<td>$37,381</td>
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<tr>
<td>WCIP Investments</td>
<td>$821</td>
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<tr>
<td>Uncollected Assessments (including 2016 and past years)</td>
<td>$20,000</td>
</tr>
<tr>
<td>Actual 2016 expenditures</td>
<td>$11,381</td>
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<tr>
<td>Less any Estimated 2016 Expenditures (any outstanding invoices)</td>
<td>$10,000</td>
</tr>
<tr>
<td>Projected 2017 beginning balance</td>
<td>$36,821</td>
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</tbody>
</table>

2017 Budget

Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessments</td>
<td>$20,000</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>$0</td>
</tr>
<tr>
<td>Total 2017 Revenues</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

Total available for 2017 Budget Allocation (2017 projected beginning balance + 2017 revenue) $56,821

Expenditures:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$500</td>
</tr>
<tr>
<td>Projected Work Plan/Estimated Maintenance Expenses</td>
<td>$12,500</td>
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<tr>
<td>New Project and Unforeseen Expenses</td>
<td>$43,821</td>
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<tr>
<td>Total Expenditures</td>
<td>$56,821</td>
</tr>
</tbody>
</table>

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017 $20,000.00
BUDGET FOR 2017
Consolidated Drainage Improvement District #6/627

As of December 31, 2015

Cash in Account $18,741
WCIP Investments $6,765
Uncollected Assessments $2,500
(including 2016 and past years)
Actual 2016 expenditures $125
Less any Estimated 2016 Expenditures
(any outstanding invoices) $175

Projected 2017 beginning balance $27,706

2017 Budget

Revenues
Assessments $2,500
Other Revenue $0

Total 2017 Revenues $2,500

Total available for 2017 Budget Allocation $30,206
(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $250
Projected Work Plan/Estimated Maintenance Expenses $500
New Project and Unforeseen Expenses $29,456

Total Expenditures $30,206

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$2,500.00
BUDGET FOR 2017
Drainage Improvement District #7/628

As of December 31, 2015

Cash in Account $27,377
WCIP Investments $3,617
Uncollected Assessments (including 2016 and past years) $0
Actual 2016 expenditures $300
Less any Estimated 2016 Expenditures (any outstanding invoices) $0
Project 2017 beginning balance $30,694

2017 Budget

Revenues
Assessments $4,000
Other Revenue $0
Total 2017 Revenues $4,000
Total available for 2017 Budget Allocation $34,694
(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $500
Projected Work Plan/Estimated Maintenance Expenses $7,000
New Project and Unforeseen Expenses $27,194
Total Expenditures $34,694
Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$4,000.00
BUDGET FOR 2017
Drainage Improvement District #15/629

As of December 31, 2015

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Cash in Account</td>
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<tr>
<td>Uncollected Assessments (including 2016 and past years)</td>
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<td>Actual 2016 expenditures</td>
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<td>Less any Estimated 2016 Expenditures (any outstanding invoices)</td>
<td>$2,500</td>
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<tr>
<td>Projected 2017 beginning balance</td>
<td>$74,358</td>
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2017 Budget

Revenues

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessments</td>
<td>$0</td>
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<tr>
<td>Other Revenue</td>
<td>$0</td>
</tr>
<tr>
<td>Total 2017 Revenues</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total available for 2017 Budget Allocation

(2017 projected beginning balance + 2017 revenue)

Total 2017 Revenues $0

Expenditures:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$500</td>
</tr>
<tr>
<td>Projected Work Plan/Estimated Maintenance Expenses</td>
<td>$17,500</td>
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<tr>
<td>New Project and Unforeseen Expenses</td>
<td>$56,358</td>
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<tr>
<td>Total Expenditures</td>
<td>$74,358</td>
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</tbody>
</table>

Projected 2017 Ending Balance

$0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$0.00
BUDGET FOR 2017
Drainage Improvement District #17/630

As of December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Cash in Account</td>
<td>$11,767</td>
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<tr>
<td>WCIP Investments</td>
<td>$1,069</td>
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<tr>
<td>Uncollected Assessments (including 2016 and past years)</td>
<td>$3,000</td>
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<td>Actual 2016 expenditures</td>
<td>$875</td>
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<tr>
<td>Less any Estimated 2016 Expenditures (any outstanding invoices)</td>
<td>$1,000</td>
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<tr>
<td>Projected 2017 beginning balance</td>
<td>$13,961</td>
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</tbody>
</table>

2017 Budget

**Revenues**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessments</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total 2017 Revenues</strong></td>
<td>$3,000</td>
</tr>
</tbody>
</table>

Total available for 2017 Budget Allocation

(2017 projected beginning balance + 2017 revenue) $16,961

**Expenditures:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Admin</td>
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<tr>
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<td>$2,000</td>
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<tr>
<td>New Project and Unforeseen Expenses</td>
<td>$14,761</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$16,961</td>
</tr>
</tbody>
</table>

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$3,000.00
BUDGET FOR 2017
Consolidated Drainage Improvement District #20/631

As of December 31, 2015

Cash in Account $7,382
WCIP Investments $20,131 $33,013
Uncollected Assessments (including 2016 and past years) $5,500
Actual 2016 expenditures $2,113 $2,113
Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $30,900

2017 Budget

Revenues
Assessments $5,500
Other Revenue $252
Total 2017 Revenues $5,752

Total available for 2017 Budget Allocation $36,652
(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $300
Projected Work Plan/Estimated Maintenance Expenses $3,000
New Project and Unforeseen Expenses $33,352
Total Expenditures $36,652

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$5,752.00
BUDGET FOR 2017
Consolidated Drainage Improvement District #21/632

As of December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Cash in Account</td>
<td>$38,042</td>
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<tr>
<td>WCIP Investments</td>
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<tr>
<td>Uncollected Assessments (including 2016 and past years)</td>
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<tr>
<td>Actual 2016 expenditures</td>
<td>$2,656</td>
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<td>Less any Estimated 2016 Expenditures (any outstanding invoices)</td>
<td>$7,000</td>
</tr>
<tr>
<td>Projected 2017 beginning balance</td>
<td>$33,967</td>
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</tbody>
</table>

2017 Budget

Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessments</td>
<td>$12,500</td>
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<tr>
<td>Other Revenue</td>
<td>$500</td>
</tr>
<tr>
<td>Total 2017 Revenues</td>
<td>$13,000</td>
</tr>
</tbody>
</table>

Total available for 2017 Budget Allocation (2017 projected beginning balance + 2017 revenue) $46,967

Expenditures:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$300</td>
</tr>
<tr>
<td>Projected Work Plan/Estimated Maintenance Expenses</td>
<td>$6,700</td>
</tr>
<tr>
<td>New Project and Unforeseen Expenses</td>
<td>$39,967</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$46,967</td>
</tr>
</tbody>
</table>

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$12,500.00
BUDGET FOR 2017
Drainage Improvement District #30/633

As of December 31, 2015

Cash in Account  $238
WCIP Investments $1,729 $2,467
Uncollected Assessments (including 2016 and past years) $500
Actual 2016 expenditures $175 $175
Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $2,292

2017 Budget

Revenues

Assessments $500
Other Revenue

Total 2017 Revenues $500

Total available for 2017 Budget Allocation (2017 projected beginning balance + 2017 revenue) $2,792

Expenditures:

Admin $200
Projected Work Plan/Estimated Maintenance Expenses $800

New Project and Unforeseen Expenses $1,792

Total Expenditures $2,792

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$500.00
BUDGET FOR 2017
Drainage Improvement District #30A/635

As of December 31, 2015

Cash in Account ................................................. $1,648
WCIP Investments .............................................. $206
Uncollected Assessments (including 2016 and past years) $1,000
Actual 2016 expenditures ....................................... $175
Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance ........................... $2,679

2017 Budget

Revenues

Assessments ..................................................... $500
Other Revenue .................................................. $0

Total 2017 Revenues ........................................... $500

Total available for 2017 Budget Allocation
(2017 projected beginning balance + 2017 revenue) $3,179

Expenditures:

Admin ........................................................... $200
Projected Work Plan/Estimated Maintenance Expenses $1,100

New Project and Unforeseen Expenses ....................... $1,879

Total Expenditures ............................................ $3,179

Projected 2017 Ending Balance ............................... $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$500.00
BUDGET FOR 2017
Consolidated Drainage Improvement District #31/634

As of December 31, 2015

Cash in Account $12,802
WCIP Investments $46,518 $74,320
Uncollected Assessments (including 2016 and past years) $15,000
Actual 2016 expenditures $657 $6,765
Less any Estimated 2016 Expenditures (any outstanding invoices) $6,108

Projected 2017 beginning balance $67,555

2017 Budget

Revenues
Assessments $15,000
Other Revenue $0
Total 2017 Revenues $15,000
Total available for 2017 Budget Allocation $82,555
(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $300
Projected Work Plan/Estimated Maintenance Expenses $11,000
New Project and Unforeseen Expenses $71,255
Total Expenditures $82,555

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$15,000.00
BUDGET FOR 2017
Diking District #1/636

As of December 31, 2015

Cash in Account $6,368

WCIP Investments $6,349

Uncollected Assessments
(including 2016 and past years) $30,000

Actual 2016 expenditures $11,714

Less any Estimated 2016 Expenditures
(any outstanding invoices) $

Projected 2017 beginning balance $31,003

2017 Budget

Revenues

Assessments $60,000

Other Revenue $0

Total 2017 Revenues $60,000

Total available for 2017 Budget Allocation $60,000 + $91,003

Expenditures:

Admin $500

Projected Work Plan/Estimated Maintenance Expenses $47,500

New Project and Unforeseen Expenses $43,003

Total Expenditures $91,003

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$60,000.00
BUDGET FOR 2017
Diking District #2/637

As of December 31, 2015

Cash in Account $13,309
WCIP Investments $84 $25,393
Uncollected Assessments (including 2016 and past years) $12,000
Actual 2016 expenditures $14,383 $14,383
Less any Estimated 2016 Expenditures (any outstanding invoices) $0

Projected 2017 beginning balance $11,010

2017 Budget

Revenues
Assessments $12,000
Other Revenue $0

Total 2017 Revenues $12,000

Total available for 2017 Budget Allocation $23,010
(2017 projected beginning balance + 2017 revenue)

Expenditures:
Admin $300
Projected Work Plan/Estimated Maintenance Expenses $7,000

New Project and Unforeseen Expenses $15,710

Total Expenditures $23,010

Projected 2017 Ending Balance $0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$12,000.00
BUDGET FOR 2017
Diking District #3/638

As of December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Account</td>
<td>$17,238</td>
</tr>
<tr>
<td>WCIP Investments</td>
<td>$17,811</td>
</tr>
<tr>
<td>Uncollected Assessments (including 2016 and past years)</td>
<td>$10,000</td>
</tr>
<tr>
<td>Actual 2016 expenditures</td>
<td>$10,910</td>
</tr>
<tr>
<td>Less any Estimated 2016 Expenditures (any outstanding invoices)</td>
<td>$1,200</td>
</tr>
<tr>
<td><strong>Projected 2017 beginning balance</strong></td>
<td><strong>$32,939</strong></td>
</tr>
</tbody>
</table>

2017 Budget

**Revenues**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessments</td>
<td>$12,000</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total 2017 Revenues</strong></td>
<td><strong>$12,000</strong></td>
</tr>
</tbody>
</table>

**Total available for 2017 Budget Allocation**

(2017 projected beginning balance + 2017 revenue)

$44,939

**Expenditures:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$300</td>
</tr>
<tr>
<td>Projected Work Plan/Estimated Maintenance Expenses</td>
<td>$12,000</td>
</tr>
<tr>
<td>New Project and Unforeseen Expenses</td>
<td>$32,639</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$44,939</strong></td>
</tr>
</tbody>
</table>

**Projected 2017 Ending Balance**

$0

RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017

$12,000.00
# BUDGET FOR 2017
## Diking District #4/639

### As of December 31, 2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Account</td>
<td>$34,743</td>
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<tr>
<td>Uncollected Assessments (including 2016 and past years)</td>
<td>$20,000</td>
</tr>
<tr>
<td>Actual 2016 expenditures</td>
<td>$9,366</td>
</tr>
<tr>
<td>Less any Estimated 2016 Expenditures (any outstanding invoices)</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Projected 2017 beginning balance</strong></td>
<td><strong>$57,122</strong></td>
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</table>

### 2017 Budget

**Revenues**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Assessments</td>
<td>$20,000</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total 2017 Revenues</strong></td>
<td><strong>$20,000</strong></td>
</tr>
</tbody>
</table>

**Total available for 2017 Budget Allocation**

(2017 projected beginning balance + 2017 revenue) = **$77,122**

**Expenditures:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin</td>
<td>$300</td>
</tr>
<tr>
<td>Projected Work Plan/Estimated Maintenance Expenses</td>
<td>$11,000</td>
</tr>
<tr>
<td>New Project and Unforeseen Expenses</td>
<td>$65,822</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$77,122</strong></td>
</tr>
</tbody>
</table>

**Projected 2017 Ending Balance**

= **$0**

**RECOMMENDED ASSESSMENT TO BE LEVIED FOR 2017**

= **$20,000.00**
**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>
</tr>
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<tbody>
<tr>
<td>Originator:</td>
<td>22</td>
<td>10/28/16</td>
<td>RECEIVED NOV 01 2016 WHATCOM COUNTY COUNCIL</td>
<td>11/09/16</td>
<td>Introduction</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>11/22/16</td>
<td>Hearing</td>
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<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td>12/6/2016</td>
<td>SCOTW/Council</td>
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<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Purchasing/Budget:</td>
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<td></td>
<td></td>
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<tr>
<td>Executive:</td>
<td>725</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**TITLE OF DOCUMENT:**

An Ordinance in the Matter of the Adoption of the Final Budget of Whatcom County for the Biennium 2017-2018.

**ATTACHMENTS:**

Proposed Ordinance, Exhibit A – Executive’s Budget, Exhibit B – Capital Appropriations, Appendix C – Authorized Positions

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>(x ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>(x ) Yes</th>
<th>( ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</td>
<td></td>
<td></td>
</tr>
</tbody>
</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.)

This proposed ordinance adopts the Whatcom County 2017-2018 budget, places restrictions on certain expenditures, authorizes actions, and sets expectations.

**COMMITTEE ACTION:**

11/9/2016: Discussed and made recommendations. Forwarded a resolution to introduction tonight for funding for water management revenue planning.

11/22/2016: Discussed and forwarded individual proposed and tabled budget actions to Council for approval with the budget ordinance this evening.

**COUNCIL ACTION:**

11/9/2016: Introduced 7-0
11/22/2016: Substitute adopted 6-1, Brenner opposed, Ord. 2016-053

NOTE: On 11/28/2016 Executive Jack Louws vetoed this Ordinance - see attached memo.

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:** Ord. 2016-053

**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.
MEMO TO:  BARRY BUCHANAN, WHATCOM COUNTY COUNCIL CHAIR
WHATCOM COUNTY COUNCIL MEMBERS
FROM:  JACK LOUWS, COUNTY EXECUTIVE
DATE:  NOVEMBER 28, 2016
SUBJECT:  VETO - ORDINANCE 2016-052  AUTHORIZING THE LEVY OF TAXES FOR
COUNTY AND STATE PURPOSES IN WHATCOM COUNTY, WASHINGTON,
FOR THE YEAR OF 2017

VETO - ORDINANCE 2016-053 IN THE MATTER OF THE ADOPTION OF THE
FINAL BUDGET OF WHATCOM COUNTY FOR THE BIENNIAL 2017-2018

I am writing to inform you that I am exercising my power of veto per Whatcom County Charter
3.22(f) on the ordinances noted and providing my written objections in this memorandum.

ORDINANCE 2016-052 AUTHORIZING THE LEVY OF TAXES FOR COUNTY AND STATE
PURPOSES IN WHATCOM COUNTY, WASHINGTON, FOR THE YEAR OF 2017

The ordinance adopts a 1% property tax increase, raising $285,312.97 in the first year. My
objections to this ordinance are:

1. $150,000 or 53% of the increase is allocated for legal review of potential legislation
developed by Council related to the export of fossil fuel out of Cherry Point.
2. The remainder of the tax increase is not allocated for a specific mandated purpose, or for
solving existing challenges related to infrastructure. Levying a property tax increase at
this time, I believe, will impact our ability to garner the support of our citizens when we
need them to approve a tax initiative as soon as 2017 to solve our long-standing
infrastructure needs related to the jail.
3. The increase comes to rural residents at a time when they are reeling from the recent
Supreme Court decision relating to the permit-exempt well issue. This does not seem
sufficiently attentive to the financial challenges our citizens in our rural areas are facing.

Understand that I do not have a philosophical problem with raising taxes if there is a well
thought out plan to solve community challenges, but I do believe there needs to be an actual
foundation for these decisions that is not based simply on "everyone else is doing it". I
encourage the Council to reconsider this tax increase until and unless a well thought out plan of
action is committed to dedicating a tax increase to solving existing problems.
ORDINANCE 2016-053 IN THE MATTER OF THE ADOPTION OF TH FINAL BUDGET OF WHATCOM COUNTY FOR THE BIENNIIUM 2017-2018

Nearly all of the non-mandated changes Council made to my recommended biennial budget were reasonable and could be absorbed within our available revenues. However, I am also vetoing the 2017-2018 budget ordinance.

My objections to this ordinance are:

1. It includes the 1% property tax increase noted above and for the same reasons I stated above, I cannot veto that ordinance without vetoing this one.
2. The 1% property tax revenue includes an earmark for 53% of it to be used for professional legal services that do not reflect my concern for the entirety of our citizens and are not, in my opinion, necessary. Specific land use regulations developed within the County’s scope of authority do not need outside legal review costing $150,000.

I would encourage Council to put action behind their words as to dedication of new funds to solve existing problems rather than to spend money on non-mandated services or initiatives that only add to our fiscal challenges. I encourage the council to reconsider the inclusion of the tax increase and the dedicated expense for outside legal counsel in the biennial budget.

Respectfully,

[Signature]

Jack Louws
County Executive
ORDINANCE NO. 2016-053
IN THE MATTER OF THE ADOPTION OF THE FINAL BUDGET OF WHATCOM COUNTY FOR THE BIENNium 2017-2018

WHEREAS, pursuant to and in conformity with the provisions of the Whatcom County Home Rule Charter, Section 6.10, relating to the County budget process, the Whatcom County Executive did complete and place on file a Preliminary Budget for Whatcom County for the biennium 2017-2018; and,

WHEREAS, following the completion of the Preliminary Budget, which was presented to the Council on October 18, 2016, a notice was published in the County's official newspaper; and,

WHEREAS, several meetings of the Council’s Committee of the Whole took place in the ensuing weeks to analyze the amounts set forth for each department in the budget and to make recommendations for changes; and

WHEREAS, the County Council has analyzed the amounts set forth in the budget in reference to deciding whether the amounts were proper and necessary amounts to be used by the various departments of Whatcom County for the biennium 2017-2018; and

WHEREAS, notice was published in the County's official newspaper that the Council would have a hearing to further consider the Preliminary Budget as presented by the Executive and the recommended changes from the Council’s Committee of the Whole, together with the Council’s proposed restrictions on the expenditure of certain appropriations, and said public hearing took place.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council:

Section I. Adoption of Budget

The amounts set forth below are adopted as the Whatcom County Budget for the biennium 2017-2018:

**FUND/DEPT.**

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<th>2018 Appropriation</th>
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Section II. Provisions Restricting Expenditures, Authorizing Actions, and Setting Expectations.

Pursuant to Section 6.60 of the Whatcom County Home Rule Charter, the following provisions restricting the expenditure of certain appropriations are enacted for the 2017-2018 biennium. These provisions are an integral part of the official budget of Whatcom County and shall be published therewith, and are adopted as the Whatcom County Budget for the 2017-2018 biennium:

(A) This department/fund level appropriation is based upon the backup detail budget, as attached, and as contained in the document titled Whatcom County 2017-2018 Budget, Exhibit A (although labeled as Exhibit A to this ordinance, it is not attached herewith; rather it is kept on permanent file in the Whatcom County Council Office). Authorized positions are listed in attached Exhibit C. Authorized Personnel positions cannot be increased during the biennium except by approval of the County Council. Positions approved at less than a full-time equivalent may be increased subject to the availability of funds and the consent of the County Executive, but shall not be considered a permanent change in authorized levels. The monies allocated to Salaries and Wages, Personnel Benefits, and Capital Outlay can be transferred only with the prior approval of the County Executive.

(B) For purposes of purchasing and award, all assets, projects, and improvements included in capital appropriations shall be considered adopted by a capital budget appropriation ordinance and shall be administered pursuant to WCC Chapter 3.08.100 A.(2) and A.(3) using the process prescribed for capital budget appropriation ordinance. Capital items included in this budget ordinance are listed in the attached Exhibit B Capital Appropriations. Capital appropriations adopted in this ordinance lapse at the end of the fiscal year except as provided in WCC 3.02.050 Budgeting – Continuing appropriation. Capital expenditures on individual items listed in Exhibit B may be exceeded by up to 10% provided capital expenditures in total do not exceed capital appropriation adopted for each department of the general fund or for each fund for other county funds. The Public Works Director may make substitutions for individually listed vehicles and equipment provided the vehicles and equipment substituted meet established replacement criteria and are the same vehicle type, equipment type and size as the original asset identified in Exhibit B.

(C) Appropriation authority for any budgeted personnel position that becomes vacant during 2017-2018 shall continue unless the Council by motion identifies the position as one in need of review.

(D) Administration of the budget is the responsibility of the County Executive and therefore the County Executive is authorized to manage County budgets. To improve efficiency and flexibility for managers of multiple departments, the County Executive is authorized to transfer appropriation authority within the following groups of departments:

- Council – Hearing Examiner
- District Court – District Court Probation
- Superior Court, County Clerk, and Juvenile Court Administration

The County Executive may transfer appropriation authority between other departments within the General Fund only if authorized by the County Council. The Council will receive a quarterly report of all transfers.

(E) $1,000,000 of the adopted Undesignated Ending Fund Balance as provided for in this ordinance shall be maintained in a Rainy Day Reserve Account, and such monies shall only be
appropriated upon a two-thirds affirmative vote of the entire County Council. In administering this Rainy Day Reserve Fund:

(1) The County Treasurer shall be empowered to use the Rainy Day Reserve Fund to manage the cash flow needs of all County Funds by making short-term loans (less than six months) without interest, and without the need to get Council/Executive permissions.

(2) Longer term loans (more than six months) can be made to other funds, but only with County Council approval.

(3) Any investment income earned as a result of the Rainy Day Reserve Fund shall be credited to the General Fund general revenues.

(F) The County Treasurer shall be empowered to use the Road Fund to manage the cash flow needs of all County Road Project Funds by making short-term loans (up to two years) without interest, and without the need to get Council/Executive permissions.

(G) Expenditure authority granted in this ordinance is based on revenue projections contained in Exhibit A. If it is evident that a department’s revenues will fall short of the department’s budgeted revenues in any calendar year, the department head will submit a plan to the County Executive to reduce departmental expenditures sufficient to offset the revenue shortfall within the same calendar year.

(H) Grant and restricted revenue shall be used first to pay for all eligible expenditures before any unrestricted General Fund general revenue is used as local funding for eligible expenditures.

(I) The one dollar surcharge authorized in RCW 36.22.170 (1)(a) may be used to fund Auditor recording fees charged to other General Fund departments and not funded by another revenue source. In addition, the surcharge may also be used to fund the General Fund land records geographical information system project.

(J) This budget maintains the Drug Task Force at current levels despite declining dedicated revenues to fund this effort. In the event Drug Fund revenues exceed budgeted projections, it is the Council’s expectation that the Prosecuting Attorney and Courts will use the additional revenue to 1) fund all eligible current year Drug Task Force expenditures and 2) make up budgeted prior year transfers which were not made due to lack of funds.
BE IT FURTHER ORDAINED, to authorize the County Council staff to make such clerical, scriveners, or mathematical changes necessary to correct inadvertent errors that may have occurred.

ADOPTED this 22nd day of November, 2016.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

APPROVED as to form:

Daniel J. Gibson
Civil Deputy Prosecutor

( ) Approved  ( ) Denied

Jack Louws, Executive
Date: 11-28-16
<table>
<thead>
<tr>
<th>Department</th>
<th>2017-2018 Budget</th>
<th>Capital Appropriations</th>
<th>Year</th>
<th>Cost</th>
<th>Fund</th>
<th>Base Budget</th>
<th>Department</th>
<th>Capital Description</th>
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**Parks Improvements**

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<th>Year</th>
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<th>Fund</th>
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**General Government Facilities Improvements**

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<th>Fund</th>
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**General Government Equipment and Software**
Country Council in separate capital budget appropriation ordinances.

The following transfers are included in the 2017-2018 budget to provide funding for planned projects. Authority to

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<th>Year</th>
<th>Department</th>
<th>Capital Description</th>
<th>Capital Budget</th>
<th>Base Budget</th>
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Total PW MGO

Total ERGR

| 2017 | 0.000 | Two Bay Building for NPDES Vector Truck | 5630 | 5630 |      |     |
| 2017 | 100.000 | Central Shop Exhaust | 5629 | 5629 |      |     |

Exhibit B

Capital Appropriations
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Equipment Rental and Revolving Fund Vehicle & Equipment Replacement & Additions

2017-2018 Budget
Capital Appropriations
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Equipment Rental and Revolving Fund Vehicle & Equipment Replacement and Additions

2017-2018 Budget
Capital Appropriations
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Equipment Rental and Revolving Fund Vehicle & Equipment Replacement and Additions

2017-2018 Budget
Capital Appropriations
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**Equipment Rental and Revolving Fund Vehicle & Equip Replacement and Additions**

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2017-2018 Budget Report
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*The following transfers are included in the 2017-2018 budget to provide funding for planned projects.*
## EXHIBIT C - POSITION CONTROL CHANGES

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**TITLE OF DOCUMENT:**
Interim Ordinance adopting amendments to the Whatcom County Comprehensive Plan and Whatcom County Code Title 15 Buildings and Construction, Title 20 Zoning, Title 21 Land Division Regulations, and Title 24 Health Code, relating to water resources.

**ATTACHMENTS:**
- Memorandum
- Draft Ordinance
- DOE Letter 11/14/16

**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.)

Ordinance adopting interim amendments to the Whatcom County Comprehensive Plan and Whatcom County Code Title 15 (Buildings and Construction), Title 20 (Zoning), Title 21 (Land Division Regulations), and Title 24 (Health Code) relating to water resources. (related legislation: Ordinance No. 2016-048, which imposed an emergency moratorium on the acceptance and processing of applications and permits for subdivisions, building permits, and discretionary permits that rely on permit-exempt wells for water supply in closed basins – Council Office file number AB2016-309)

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

FROM: Gary Davis, AICP, Senior Planner

THROUGH: Mark Personius, AICP, Assistant Director

DATE: November 23, 2016

SUBJECT: Interim Ordinance – Water Resources

On November 22, the County Council introduced an interim ordinance on water resources, and that ordinance is scheduled for public hearing and possible adoption on December 6. If adopted, the ordinance would repeal the emergency moratorium (Ordinance 2016-048) adopted on October 25 in response to the Supreme Court decision in Whatcom County and Hirst vs. Growth Management Hearings Board.

The interim ordinance would be effective for no more than six months, or until a new ordinance is adopted. Because the state legislature is likely to take up water issues this session in response to the Supreme Court decision, adopting additional interim ordinances until there is a permanent change to state law could be a favorable option.

The proposed interim code amendments would require Whatcom County to verify the existence of adequate water supply in terms of water quality, quantity, and legal availability prior to accepting applications for project permits that require potable water (including building permits, subdivisions, conditional use permits, etc.). Currently the County Health Department verifies water quality and quantity by signing a Water Availability Notification form. The proposed amendments add legal availability to the items verified on that form. WCC 24.11.060A would add the requirement that applicants prove legal availability through any one of the following five options:

1. A water right permit from the Department of Ecology, or
2. A letter from an approved public water purveyor with sufficient water rights, stating the ability to provide water, or

3. Documentation that water can be supplied by a rainwater catchment system approved by the Whatcom County Health Department, per Department of Ecology Policy 1017, or

4. For a permit-exempt well per RCW 90.44.050, documentation that the well site is located in the Samish River watershed, or in Point Roberts, Eliza Island, or Lummi Island, as shown in Figure 24.11.060, or

5. For a permit-exempt well per RCW 90.44.050 located outside the Samish River watershed, Point Roberts, Eliza Island, or Lummi Island, as shown in Figure 24.11.060, one of the following:

a. A study prepared by a qualified hydrogeologist licensed in the State of Washington demonstrating a proposed groundwater withdrawal would not impair a senior water right, including instream flows established in Chapter 173-501 WAC where applicable, in accordance with current statutes and case law. Such documentation must be verified by the county either through consultation with the Department of Ecology, or a qualified technical review team appointed by the county. The county may require a third party review by an independent qualified hydrogeologist if the county determines additional technical expertise is needed. The cost of the third party review shall be the permit applicant’s responsibility.

or

b. A mitigation plan prepared by a qualified hydrogeologist licensed in the State of Washington, and approved by Whatcom County. The plan shall include:
   i. Evidence that the proposed withdrawal with mitigation in place will not impair a senior water right, including instream flows established in Chapter 173-501 WAC where applicable, in accordance with current statutes and case law. Such documentation must be verified by the county either through consultation with the Department of Ecology, or a qualified technical review team appointed by the county. The county may require a third party review by an independent qualified hydrogeologist if the county determines additional technical expertise is needed. The cost of the third party review shall be the permit applicant’s responsibility.
   ii. A monitoring and reporting plan, including a quality assurance/quality control plan.
   iii. Financial assurance to ensure mitigation measures for the duration of the water use, and prohibit water provided for the purpose of mitigation from appropriation for any other purpose.

The Department of Ecology (DOE) has determined that the Samish River watershed, Point Roberts, Eliza Island, or Lummi Island areas are unaffected by the instream flows and closures in the Nooksack Rule, WAC 173-501 (see the attached November 14 DOE letter and the map in Figure 24.11.060, page 10 of the proposed
amendments). DOE assumes that in the remaining areas of the county “hydraulic connections exist between wells and surface water, and that groundwater pumping will to some extent diminish surface water flows.”

Based on the DOE determination, option 5 in the proposed amendment would require applicants proposing to use an exempt well outside the Samish River watershed, Point Roberts, Eliza Island, or Lummi Island areas to prove the well would not impair a senior water right (including instream flows) in order for the Health Department to sign the Water Availability Notification necessary to apply for a project permit that requires potable water. This could be proven either through a study by a licensed hydrogeologist or through mitigation. There may be many different means of providing mitigation; this code provision is broad and would allow for various mitigation programs that can be considered in the coming months. Establishment of a mitigation program is a highly technical and complex process and would require considerable time to effectively develop and implement. Per option 4, permit-exempt wells inside the Samish River watershed, Point Roberts, Eliza Island, or Lummi Island areas would not require such proof.

Option 3 allows an alternative for approved rainwater catchment systems for potable water. DOE’s Policy 1017 interprets state law to allow for collection and storage of rainwater without a water right permit, though it acknowledges that if the agency someday determines that these systems are likely to affect instream values or existing water rights, some restrictions might be enacted.

The proposed amendments do not list trucked water as an alternative for potable water. State and federal public health agencies do not support this option for domestic water supply except in emergency circumstances.

Also included in the draft amendments is the addition of “adequate water supply” to the zoning code definitions, WCC Chapter 20.97. This definition refers to the water quality, quantity, and legal availability requirements of WCC 24.11.060. Additional amendments to Title 21 Land Division Regulations require adequate water supply for short and long subdivisions per the WCC 20.97.451 definition, and amendments to Title 24 Health Code reference the requirements of WCC 24.11.060.

The ordinance would not affect existing residences already using exempt wells, including remodel permits, nor would it affect existing and new residences in public water associations with approved water rights.

In the last five years, about two thirds of all building permit applications in unincorporated Whatcom County were served by public water systems that have sufficient water rights (option 2). The other third relied on permit-exempt wells.
Staff acknowledges that the options available for most of the permit-exempt well lots in the wake of the Supreme Court decision (options 3 and 5) are potentially very difficult and costly. Staff will continue to explore equitable and legal vesting policies that may provide relief for those who have invested considerable effort and money towards development. We will also work toward completing a groundwater model, and will continue our ongoing water resource planning initiatives originally embodied in the Lower Nooksack Strategy (adopted by the WRIA I Joint Board) by examining potential water supply and instream flow solutions, including potential private and public mitigation solutions.

Attachments:
   Draft Ordinance, Proposed Amendments
   Department of Ecology Letter, November 14, 2016
ORDINANCE NO. ____________

AN INTERIM ORDINANCE ADOPTING AMENDMENTS TO THE WHATCOM COUNTY COMPREHENSIVE PLAN AND THE WHATCOM COUNTY CODE TITLE 15 BUILDINGS AND CONSTRUCTION, TITLE 20 ZONING, TITLE 21 LAND DIVISION REGULATIONS, AND TITLE 24 HEALTH CODE, RELATING TO WATER RESOURCES, AND RESCINDING ORDINANCE 2016-048

WHEREAS, an October 6, 2016 Washington State Supreme Court decision (Whatcom County, Hirst vs. Western Washington Growth Management Hearings Board, No. 91475) has found that Whatcom County’s Comprehensive Plan does not comply with the Growth Management Act (GMA) requirements for protecting water resources; and

WHEREAS, RCW 36.70A.070(1), requires that the land use element of a county comprehensive plan “shall provide for protection of the quality and quantity of groundwater used for public water supplies.”; and

WHEREAS, RCW 36.70A.070(5)(c)(iv) requires that the rural element of a county comprehensive plan “shall include measures that apply to rural development and protect the rural character of the area, as established by the county, by: ... protecting critical areas...and surface water and groundwater resources.”; and

WHEREAS, RCW 19.27.097(1) states: “Each applicant for a building permit of a building necessitating potable water shall provide evidence of an adequate water supply for the intended use of the building. Evidence may be in the form of a water right permit from the department of ecology, a letter from an approved water purveyor stating the ability to provide water, or another form sufficient to verify the existence of an adequate water supply. In addition to other authorities, the county or city may impose conditions on building permits requiring connection to an existing public water system where the existing system is willing and able to provide safe and reliable
potable water to the applicant with reasonable economy and efficiency. An application for a water right shall not be sufficient proof of an adequate water supply."; and

WHEREAS, RCW 19.27.095(1) states: "A valid and fully complete building permit application for a structure, that is permitted under the zoning or other land use control ordinances in effect on the date of the application shall be considered under the building permit ordinance in effect at the time of application, and the zoning or other land use control ordinances in effect on the date of application."; and

WHEREAS, RCW 58.17.110(2) requires that "A proposed subdivision and dedication shall not be approved unless the...county legislative body makes written findings that...appropriate provisions are made for...potable water supplies..."; and

WHEREAS, RCW 58.17.170(2) states that lots in a long subdivision "shall be a valid land use notwithstanding any change in zoning laws for a period of seven years from the date of filing if the date of filing is on or before December 31, 2014, and for a period of five years from the date of filing if the date of filing is on or after January 1, 2015," and, "Any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of ten years from the date of filing if the project is not subject to requirements adopted under chapter 90.58 RCW and the date of filing is on or before December 31, 2007."; and

WHEREAS, Whatcom County Code (WCC) Chapter 15.04 specifies information required for a complete building permit application; and

WHEREAS, WCC Chapter 20.97 provides definitions of terms used in the code; and

WHEREAS, WCC Chapters 21.04 and 21.05 contain requirements for water supply in short subdivisions and long subdivisions, respectively; and

WHEREAS, WCC Chapter 24.11 contains requirements for drinking water; and

WHEREAS, Whatcom County adopted Ordinance 2012-032, amending its Comprehensive Plan to adopt by reference existing development regulations regulating ground water withdrawals, adding Policy 2DD-2.C.3.6,
which adopts by reference WCC 21.04.090 and 21.05.080, and Policy 2DD-2.C.3.7, which adopts by reference WCC 24.11.050 and 24.11.060; and

WHEREAS, because Comprehensive Plan Policy 2DD-2.C.3.6 adopts by reference WCC 21.04.090 and 21.05.080, and Policy 2DD-2.C.3.7 adopts by reference WCC 24.11.050 and 24.11.060, any amendments to these WCC provisions are also amendments to the Comprehensive Plan; and

WHEREAS, the Growth Management Hearings Board (Board) found the amended Comprehensive Plan lacked the required measures to protect water resources (GMHB Case No. 12-2-0013); and

WHEREAS, on October 6, 2016, the State Supreme Court (Court), in reversing a Court of Appeals decision, upheld the Board’s decision that the County’s Comprehensive Plan does not satisfy the GMA requirements to protect water availability, and stated, “We hold that the Board properly concluded that the GMA requires counties to make determinations of water availability.”; and

WHEREAS, the Court stated, “…the GMA places the burden on counties to protect groundwater resources, and requires counties to assure that water is both factually and legally available before issuing building permits.”; and

WHEREAS, the Court stated, “…The county’s policies incorporate WCC provisions that do not allow water to be withdrawn from ‘an area where [the Department of Ecology] has determined by rule that water for development does not exist.’ …these ordinances further provide that an application for a permit-exempt appropriation will be approved without any analysis of that withdrawal’s impact on instream flows. The Board found that these provisions result in water withdrawals from closed basins and senior instream flows—flows that the record indicated drop below the minimum levels 100 days out of the year. The Board properly held that this conflicts with the requirement placed on counties to protect water availability under the GMA...”; and

WHEREAS, Chapter 173-501 WAC Instream Resources Protection Program – Nooksack Water Resource Inventory Area (WRIA) 1 identifies water bodies in Whatcom County that are closed or partially closed to further appropriation, by listing their status as “closure,” “partial year closure,” “low flow,” or “minimum flow,”; and
WHEREAS, on October 25, 2016 Whatcom County adopted Ordinance 2016-048, an emergency moratorium on the filing, acceptance, and processing of new applications for project permits for uses that rely on permit-exempt groundwater withdrawals within a closed or partially closed basin, to allow the County time to review its Comprehensive Plan and development regulations in light of the Supreme Court ruling, and to draft and enact the necessary amendments as soon as feasible; and

WHEREAS, the Whatcom County Charter limits an emergency ordinance not to exceed 60 days from the effective date of adoption; and

WHEREAS, RCW 36.70.790 and RCW 36.70.795 allow for adoption of interim official controls as long as a public hearing is held within 60 days of adoption; and

WHEREAS, the County needs additional time to prepare Comprehensive Plan and code amendments that fully and permanently remedy the GMA noncompliance; and

WHEREAS, in accordance with RCW 36.70A.106 Whatcom County Planning and Development Services notified the Department of Commerce of the proposed interim amendment; and

WHEREAS, this ordinance shall be effective for not longer than six months following its effective date, but may be renewed for one or more six month periods if subsequent public hearings are held and findings of fact are made prior to each renewal.

WHEREAS, the County Council is scheduled to hold a public hearing on this issue on December 6, 2016, or a later date;

NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Council adopts the above “WHEREAS” recitals as findings of fact in support of it action as required by RCW 36.70A.390

BE IT FURTHER ORDAINED by the Whatcom County Council that the Whatcom County Comprehensive Plan and the Whatcom County Code are hereby amended, on an interim basis, as shown in Exhibit A; and
BE IT FURTHER ORDAINED that Ordinance 2016-048, an emergency moratorium, is hereby rescinded; and

BE IT FURTHER ORDAINED that this ordinance shall be effective for not longer than six months following its effective date.

ADOPTED this ______ day of ________________, 2016.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

__________________________________________  __________________________________________
Dana Brown-Davis, Council Clerk             Barry Buchanan, Chairperson

APPROVED as to form:

__________________________________________  __________________________________________
Civil Deputy Prosecutor                       Jack Louws, Executive

( ) Approved     ( ) Denied

Date: ____________________________
EXHIBIT A

Whatcom County Code

AMENDMENTS

TITLE 15 BUILDINGS AND CONSTRUCTION

Chapter 15.04

BUILDING CODES

15.04.020 Amendments to the International Building Code.
A. The IBC is amended as follows:

4. Section 105.3, Application for Permit, is amended to include the following:

To obtain the permit, the applicant shall first file an application therefor in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.

2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.

3. Indicate the use and occupancy for which the proposed work is intended.

4. Be accompanied by construction documents and other information as required in Section 107.

5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant’s authorized agent.

7. Include signature by the applicant or the applicant’s authorized agent of a statement for guarantee of fee payment. The statement must be signed in the presence of County staff or staff will provide a statement which includes verification of signature by a licensed notary public.

8. Provide verification of approval to connect to a public sewer system or a septic system installation permit issued by the Whatcom County Environmental Health Department for any permit application that requires sewage disposal. The approval to connect or issued septic system permit shall be specific to the project application.

9. **For a building necessitating potable water, provide evidence of an adequate water supply for the intended use of the building, as defined in 20.97.451 WCC.**

10. Provide additional data and information in the designated sequence, as required by the Building Official.

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**15.04.030 Amendments to the International Residential Code.**

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C. Section R105.3, Application for permit, is amended to include the following:

To obtain the permit, the applicant shall first file an application therefor in writing on a form furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.

2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.

3. Indicate the use and occupancy for which the proposed work is intended.

4. Be accompanied by construction documents and other information as required in Section 107.

5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant’s authorized agent.

7. Include signature by the applicant or the applicant’s authorized agent of a statement for guarantee of fee payment. The statement must be signed in the presence of County staff or staff will provide a statement which includes verification of signature by a licensed notary public.

8. Provide verification of approval to connect to a public sewer system or a septic system installation permit issued by the Whatcom County Environmental Health Department for any permit application that requires sewage disposal. The approval to connect or issued system permit shall be specific to the project application.

9. **For a building necessitating potable water, provide evidence of an adequate water supply for the intended use of the building, as defined in 20.97.451 WCC.**

10. Provide additional data and information in the designated sequence, as required by the Building Official.

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**TITLE 20 ZONING**

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**Chapter 20.84**

**VARIANCES, CONDITIONAL USES, ADMINISTRATIVE APPROVAL USES AND APPEALS**

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**20.84.200 Conditional uses.**

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**20.84.220 Criteria.**

Before approving an application for a conditional use permit, the hearing examiner shall ensure that any specific standards of the use district defining the conditional use are fulfilled, and shall find adequate evidence showing that the proposed conditional use at the proposed location:
(5) Will be serviced adequately by necessary public facilities such as highways, streets, police and fire protection, drainage structures, refuse disposal, adequate water supply as defined in WCC 20.97.451, and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.

Chapter 20.97
DEFINITIONS

20.97.451 Water Supply, Adequate
"Adequate water supply" means a supply of potable water adequate to serve a land use associated with a project permit in terms of quality, quantity, and legal availability, as documented by a water availability notification signed by the director of the Whatcom County Health Department, per WCC 24.11.060.

TITLE 21 LAND DIVISION REGULATIONS

Chapter 21.04
SHORT SUBDIVISIONS

21.04.090 Water supply.
(1) Water from a public water system(s) shall be provided to serve each lot in a short plat, except as specified in subsection (2) of this section.

(2) For a residential short subdivision, private water supplies may be utilized under the following circumstances:

(a) All lots served by the private water supplies are five acres or larger, unless smaller because of clustering. If the lots are smaller because of clustering, the gross density of the short subdivision shall not exceed one dwelling per five acres; and

(b) The withdrawal is not from a defined portion of an aquifer of known regional ground water contamination that exceeds state standards and that
has been identified by the director of the health department and confirmed by
the board of health; and

(c) The water source is ground water and not surface water; and

(d) The applicant demonstrates that adequate water supply exists to serve the
subdivision, as defined in 20.97.451 WCC; and

(e) The short subdivision is not located within the designated water service
area of a public water purveyor that is shown on the coordinated water system
plan map or within one-half mile of an existing water purveyor’s water line; or

(f) If the short subdivision is located within the designated water service
area of a public water purveyor that is shown on the coordinated water system
plan map or within one-half mile of an existing water purveyor’s water lines
and:

(i) The purveyor water cannot be provided water service to the applicant
within 120 calendar days of submitting a written request and applicable
fees to the purveyor unless specified otherwise by the hearing examiner or
county council; or

(ii) The purveyor states in writing that it is unable or unwilling to provide
the service; or

(iii) The purveyor and applicant are unable to achieve an agreement on
the schedule and terms of provision of service within 120 calendar days.

(3) If a public water supply is required, all the requirements of Chapter 246-290
WAC, Group A Public Water Systems, or Chapter 246-291 WAC, Group B Public
Water Systems, must be met prior to final plat approval.

CHAPTER 21.05
PRELIMINARY LONG SUBDIVISIONS

21.05.080 Water supply.
(1) Water from a public water system(s) shall be provided to serve each lot in a
subdivision, except as specified in subsection (2) of this section.

(2) For a residential subdivision with six or fewer residences, private water supplies
may be utilized under the following circumstances:

(a) All lots served by the private water supplies are five acres or larger, unless
smaller because of clustering. If the lots are smaller because of clustering, the
gross density of the subdivision shall not exceed one dwelling per five acres
and the number of clustered lots shall not exceed four; and
(b) The withdrawal is not from a defined portion of an aquifer of known regional ground water contamination that exceeds state standards and that has been identified by the director of the health department and confirmed by the board of health; and

(c) The water source is ground water and not surface water; and

(d) If the subdivision is within the designated water service area of a public water purveyor that is shown on the coordinated water system plan map or within one-half mile of an existing water purveyor's water lines:

(i) The water cannot be provided to the applicant within 120 calendar days of submitting a written request and applicable fees to the purveyor unless specified otherwise by the hearing examiner or county council; or

(ii) The purveyor states in writing that it is unable or unwilling to provide the service; or

(iii) The purveyor and applicant are unable to achieve an agreement on the schedule and terms of provision of service within 120 calendar days.

(3) The applicant shall demonstrate that adequate water supply exists to serve the subdivision, as defined in 20.97.451 WCC, except when water withdrawal is exempt from obtaining a water right permit under RCW 90.44.050.

(4) If a Group B public water system is created to serve the subdivision, the number of wells shall be limited to the minimum needed to serve the water needs of the subdivision as determined by the health department.

(5) If a public water supply is required, all the requirements of Chapter 246-290 WAC, Group A Public Water Systems, or Chapter 246-291 WAC, Group B Public Water Systems, must be met prior to final plat approval.

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TITLE 24 HEALTH CODE

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Chapter 24.11

DRINKING WATER

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24.11.050 General requirements.
A. Applicants must submit all required forms, letters and documents to the director.
B. The director will consider applications for water availability proposing to use groundwater, spring water, surface water, sea water or rainwater.

C. The director shall evaluate the availability of a public water system prior to approving the use of a private water system. If it is determined that a public water system is available and willing to provide water, the applicant must connect to that public water system when:

1. The applicant proposes to use surface water, spring water, rainwater, or contaminated groundwater; or

2. The applicant proposes to build on a lot located in a short subdivision or long subdivision that Whatcom County approved based on the availability of public water; or

3. The existing public water system has water lines adjacent to the property line of the applicant and connection is consistent with RCW 36.70A.110(4); or

4. The existing public water system has defined a "service area boundary" in accordance with the Whatcom County Coordinated Water System Plan which includes the property of the applicant.

D. The director will only approve a private or Non Group B 2 party well for proposed short subdivisions or long subdivisions when analytical results of untreated water samples for primary inorganic or organic contaminants do not exceed a maximum contaminant level (MCL) adopted by Washington State Department of Health.

E. Purveyors of public water systems and private water system applicants must comply with Washington State Department of Ecology water right requirements and must demonstrate that they have an adequate water supply for their proposed service per WCC 24.11.060. Compliance will include at a minimum, possession of a water right permit or certificate for:

1. All surface water sources excluding seawater.
2. All groundwater sources using more than 5,000 gallons per day.
3. Irrigating more than one-half acre of lawn or noncommercial garden.

24.11.060 Water availability required.

Prior to issuance of a building permit or other project permits, the applicant must provide Whatcom County planning and development services evidence of adequate water supply as documented by a water availability notification signed by the director, except as described in subsection B, evidence of an adequate water supply to Whatcom County planning and development services (PDS) except when: The water availability notification shall document a supply of potable water adequate to serve a land use associated with a project permit in terms of quality, quantity, and legal availability.

A. The applicant must provide evidence of legal availability in the form of:

1. A water right permit from the Department of Ecology, or
2. A letter from an approved public water purveyor with sufficient water rights, stating the ability to provide water, or

3. Documentation that water can be supplied by a rainwater catchment system approved by the Whatcom County Health Department, per Department of Ecology Policy 1017, or

4. For a permit-exempt well per RCW 90.44.050, documentation that the well site is located in the Samish River watershed, or in Point Roberts, Eliza Island, or Lummi Island, as shown in Figure 24.11.060, or

5. For a permit-exempt well per RCW 90.44.050 located outside the Samish River watershed, Point Roberts, Eliza Island, or Lummi Island, as shown in Figure 24.11.060, one of the following:

   a. A study prepared by a qualified hydrogeologist licensed in the State of Washington demonstrating a proposed groundwater withdrawal would not impair a senior water right, including instream flows established in Chapter 173-501 WAC where applicable, in accordance with current statutes and case law. Such documentation must be verified by the county either through consultation with the Department of Ecology, or a qualified technical review team appointed by the county. The county may require a third party review by an independent qualified hydrogeologist if the county determines additional technical expertise is needed. The cost of the third party review shall be the permit applicant’s responsibility.

   or

   b. A mitigation plan prepared by a qualified hydrogeologist licensed in the State of Washington, and approved by Whatcom County. The plan shall include:

      i. Evidence that the proposed withdrawal with mitigation in place will not impair a senior water right, including instream flows established in Chapter 173-501 WAC where applicable, in accordance with current statutes and case law. Such documentation must be verified by the county either through consultation with the Department of Ecology, or a qualified technical review team appointed by the county. The county may require a third party review by an independent qualified hydrogeologist if the county determines additional technical expertise is needed. The cost of the third party review shall be the permit applicant’s responsibility.
ii. A monitoring and reporting plan, including a quality assurance/quality control plan.

iii. Financial assurance to ensure mitigation measures for the duration of the water use, and prohibit water provided for the purpose of mitigation from appropriation for any other purpose.

B. A water availability notification is not required for:

A. 1. A building-A project permit that does not require potable water.

B. 2. A project permit relying on a permit-exempt well per RCW 90.44.050, and proposing (a) a remodel of an existing building or (b) replacement of a demolished or removed building, but not proposing a change of use; however, such permits shall require current documentation of water quality and quantity, as approved by the director. A residential remodeling does not add additional bedrooms or result in an increase of floor space of more than 50 percent.

C. 3. A project permit relying on surface water withdrawal for potable water, and proposing (a) a remodel of an existing building or (b) replacement of a demolished or removed building, either of which would increase the floor area by no more than 50 percent over that of the existing building; however, such permits shall require current documentation of water quality and quantity, as approved by the director. PDS determines that the building will replace a demolished or removed building and the building will not have more bedrooms or more than 50 percent greater floor space than the previous building.
24.11.070 Determining adequacy of water supply for building permit applications proposing to use an existing public water system.
A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to obtain water from an existing public water system the applicant must:

1. Submit to the director, an Availability Notification for Public Water form (as amended) signed by an authorized representative of the water system proposing to serve water to the building. The authorized representative:
   a. Must indicate on the form that the water system will provide water to the proposed building.
   b. Must sign a statement that they have reviewed the system records and ensures that the water system complies with Chapters 246-290 and 246-291 WAC and department requirements.

B. The director will review the completed Availability Notification For Public Water (form) for approval. The director will approve the completed form if:

1. The applicant and the authorized representative met all the criteria listed on the form.

2. The purveyor of the water system has the approval from DOH or the department to provide water to the building.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060(A).

24.11.080 Determining adequacy of water supply for of building permit applications proposing to create a new public water system.
Prior to director approval of evidence of an adequate water supply, an applicant proposing to create a new public water system must comply with:

A. Provisions of the Whatcom County Coordinated Water System Plan.

B. Chapters 246-290 and 246-291 WAC, and all other applicable local and state regulations for public water supplies.

C. The applicable sections of this chapter pertaining to public water supplies and water availability.

24.11.090 Determining adequacy of water supply for building permit applications proposing to use a well to serve one single-family dwelling or one single-family living unit.
A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to use a private well, the applicant must:

1. Notify the director of the intent to use a well.
2. Request that the director conduct a site inspection and approve the proposed well site.

B. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director cannot approve a well location the director will deny the application and give the reasons for denial.

C. If the director approves the well location the applicant shall submit a completed Water Availability Notification Private – 1 Home Well form (as amended) and all required documents to the director for approval.

A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to use a private well, the applicant must submit a completed Water Availability Notification Private—1 Home Well form (as amended) and all required documents to the director for approval.

BD. The director will review the completed form and required documents submitted by the applicant for approval. The director will approve the form if:

1. The applicant met all the criteria listed on the form.

2. The applicant submitted all of the required documents.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060(A). well site proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.

24.11.000 Determining adequacy of water supply for building permit applications proposing to use a well to serve two single-family dwellings or two single-family living units.

A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to use a well to serve two single-family dwellings or two single-family living units, the applicant must:

1. Notify the director of the intent to use a well or wells.

2. Request that the director conduct a site inspection and approve the proposed well sites.

B. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director cannot approve a well location the director will deny the application and give the reasons for denial.

C. If the director approves the well locations the applicant shall submit a completed Water Availability Notification Non-Group B – 2 Home Well form (as amended) and all required documents for each well to the director for approval.
D. The director will review the completed form and required documents submitted by the applicant for approval. The director will approve the form if:

1. The applicant met all the criteria listed on the form.

2. The applicant submitted all of the required documents.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060(A). The well-site proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.

24.11.110 Determining adequacy of water supply for building permit applications proposing to use a spring to serve one single-family dwelling unit or one single-family living unit.

A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to use a spring source, the applicant must:

1. Notify the director of the intent to use a spring.

2. Provide information to the director showing that they cannot drill an adequate well on their property.

3. Request that the director conduct a site inspection and approve the proposed location of the spring.

B. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director does not approve the location the director will deny the application and give the reason for denial.

C. If the director approves the location of the spring the applicant must submit a completed Water Availability Notification Private – 1 Home Spring form (as amended) and all required documents for approval by the director.

D. The director will review the completed form and required documents for approval. The director will approve the application if:

1. The applicant met all the criteria listed on the form.

2. The applicant submitted all of the required documents.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060(A). The spring-site proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.

......
24.11.120 Determining adequacy of water supply for building permit applications proposing to use a spring to serve two single-family dwelling units or two single-family living units. A. Prior to director approval of evidence of an adequate water supply where the applicant proposes to use a spring source, the applicant must:

1. Notify the director of the intent to use a spring.

2. Provide information to the director showing that an adequate well cannot be drilled on their property.

3. Request that the director conduct a site inspection and approve the proposed location of the spring.

B. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director does not approve the location, the director will deny the application and give the reasons for denial.

C. If the director approves the location of the spring the applicant must submit a completed Water Availability Notification – 2 Home Spring form (as amended) and all required documents for approval by the director.

D. The director will review the completed form and required documents for approval. The director will approve the application if:

1. The applicant met all the criteria listed on the form.

2. The applicant submitted all of the required documents.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060(A). The spring or spring-sites proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.

24.11.130 Determining adequacy of water supply for building permit applications proposing to use surface water, sea water or rainwater for one or two single-family dwelling units or two single-family living units. A. The director shall not approve use of surface water, sea water, or rainwater as evidence of an adequate water source unless the applicant:

1. Cannot obtain water from an existing public water supply.

2. Cannot use an approved source of groundwater from a well,

3. Could only use contaminated groundwater.

B. Prior to director approval of evidence of adequate water supply the applicant must:
1. Meet all applicable requirements for surface water, sea water or rainwater treatment design, maintenance and operation contained in Whatcom County health and human services Water Availability for a Private Surface Water Source (as amended) Notification as determined by the director.

2. Provide evidence of legal availability of water for the proposed project per WCC 24.11.060(A). The surface water site proposed by the applicant does not fall within the boundaries of an area where DGE has determined by rule that water for development does not exist.

3. Meet all other state and local regulations.

4. Sign and have recorded with the Whatcom County auditor’s office the following documents:
   
   a. A document stating which contaminate the untreated source water exceeded.

   b. A document stating that the applicant has had a water treatment system designed that meets Whatcom County health and human services Water Availability Approval for a Surface Water Source (as amended), and secures a potable water supply for the building.

   c. A document stating that the applicant has installed a treatment system according to the design reviewed by the director and treated water sample results that verify system performance.

   d. A document stating that the applicant agrees to adhere to the operation, maintenance, and monitoring plan for the designed treatment system.

   e. A document stating that the applicant understands that the obligation to comply with treatment system design, installation, operation and monitoring lies with the applicant and not Whatcom County.

   f. When the public system is available, any person obtaining water from contaminated source must provide current test results showing water treatment is adequately maintaining water quality below maximum contaminant levels (MCL). If the quality does not meet the MCL, the applicant is required to hook up to a public system.

24.11.140 Determining adequacy of water supply for short subdivisions, long subdivisions or binding site plans proposing to use an existing public water system.  
A. Prior to director approval of availability of an adequate water supply where the applicant proposes to obtain water from an existing public water supply to service lots of a short subdivision, long subdivision, or a binding site plan the applicant must:
1. Provide to the director an Availability Notification for Public Water (as amended) form or a letter signed by an authorized representative of the water system proposing to serve water to each lot. The authorized representative of the public water system:

   a. Must indicate that the water system will provide water to each proposed lot.

   b. Must sign a statement that they have reviewed the system records and ensures that the water system is in compliance with Chapters 246-290 and 246-291 WAC and department requirements.

B. The director will review the completed form or letter to determine the availability of adequate water. The director will make a determination of adequate water when:

   1. The applicant and the authorized representative meet all the criteria listed on the form.

   2. The purveyor of the water system has the approval from DOH or the department to provide water to the short subdivision, long subdivision or binding site plan, except for Group A water systems the following conditions also apply:

      a. DOH has issued a green operating permit to the purveyor; or

      b. DOH has determined that the purveyor significantly complies with Chapter 246-290 WAC

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060(A).

24.11.150 Determining adequacy of water supply for short subdivisions, long subdivisions or binding site plans proposing to use a new public water system.
Prior to director approval of availability of an adequate water supply where the applicant proposes to create a new public water supply to service lots of a short subdivision, long subdivision, or a binding site plan the applicant must comply with:

A. Provisions of the Whatcom County Coordinated Water System Plan.

B. Chapters 246-290 and 246-291 WAC, and all other applicable local and state regulations for public water supplies.

C. The applicable sections of this chapter pertaining to public water supplies and water availability.

24.11.160 Determining adequacy of water supply for short subdivisions or long subdivisions proposing to use a private well or private wells to serve one single-family dwelling or one single-family living unit.
A. Prior to director approval of availability of an adequate water supply where the applicant proposes to use a private well or private wells to service lots of a short subdivision or long subdivision the applicant must:

1. Notify the director of the intent to use a private well or wells.

2. Request that the director conduct a site inspection and approve the proposed well sites.

B. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director cannot approve a well location the director will deny the application and give the reasons for denial.

C. If the director approves the well locations the applicant shall submit a completed Subdivision Water Availability form (as amended) and all required documents for each well to the director for approval.

D. The director will review each completed form and required documents for approval. The director will approve the availability of adequate water when:

1. The applicant met all the criteria listed on the form.

2. The applicant submitted all of the required documents.

3. The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060(A). The well site or well sites proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.

24.11.170 Determining adequacy of water supply for short subdivisions or long subdivisions proposing to use a well to serve two single-family dwellings or two single-family living units.

A. The applicant shall create a Group B Public water supply as defined in Chapter 246-291 WAC when WCC Title 21 requires the applicant to provide public water service to each lot. This includes a water system where one well services two lots.

B. Prior to director approval of availability of an adequate water supply where the applicant proposes to use one well to service two lots of a short subdivision or long subdivision when public water is not required the applicant must:

1. Notify the director of the intent to use a well or wells.

2. Request that the director conduct a site inspection and approve the proposed well sites.

C. Upon request from the applicant, the director will conduct a site inspection for the purpose of approving the location. If the director cannot approve a well location the director will deny the application and give the reasons for denial.
D. If the director approves the well locations the applicant shall submit a completed Subdivision Water Availability form (as amended) and all required documents for each well to the director for approval.

E. The director will review each completed form and required documents for approval. The director will approve the availability of adequate water when:

1. The applicant met all the criteria listed on each of the forms.

2. The applicant submitted all of the required documents.

3. **The applicant has provided evidence of legal availability of water for the proposed project per WCC 24.11.060(A).** The well-site or well-sites proposed by the applicant does not fall within the boundaries of an area where DOE has determined by rule that water for development does not exist.
November 14, 2016

Jack Louws, Whatcom County Executive
311 Grand Avenue, Suite 108
Bellingham, WA 98225-4082

RE: Ruling in Whatcom County v. Western Washington Growth Management Hearings Board

Dear Mr. Louws:

As requested by Whatcom County staff I am writing to you about the recent Washington State Supreme Court decision in Whatcom County v. Western Washington Growth Management Hearings Board, Supreme Court No. 91475-3 (also known as Hirst). This decision directly affects determinations of water availability for new permit-exempt well withdrawals in Whatcom County, and clarifies the obligation the Growth Management Act (GMA) places on counties to ensure that water is legally available before issuing a building permit under RCW 19.27.097, or subdivision approval under RCW 58.17.110. The Department of Ecology (Ecology) recognizes the significance of this decision, and the impact it may have on landowners who are wanting to rely on permit-exempt wells for new homes.

Under the recent decision in Hirst, and the 2011 decision in Kittitas1, Ecology’s role is to coordinate and provide technical assistance to counties in determining legal water availability. Ecology is providing this information for you to use in making your decisions under the GMA.

The Supreme Court’s holdings in Hirst

In Hirst, the Supreme Court ruled that Whatcom County’s GMA Comprehensive Plan and development regulations violated the GMA by failing to ensure that new private wells did not impair rivers and streams protected under Chapter 173-501 WAC, the instream flow rule for the Nooksack watershed. The decision states:

“The GMA requires counties to ensure an adequate water supply before granting a building permit or subdivision application. The County merely follows the Department of Ecology’s ‘Nooksack Rule’; it assumes there is an adequate supply to provide water for a permit-exempt well unless Ecology has expressly closed that area to permit-exempt

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1 Kittitas County et al v. Eastern Washington Growth Management Hearings Board et al, 172 Wash.2d 144, 256 P.3d 1193
appropriations. This results in the County's granting building permits for houses and subdivisions to be supplied by a permit-exempt well even if the cumulative effect of exempt wells in a watershed reduces the flow in a watercourse below the minimum instream flow.\textsuperscript{2}

Ecology views the Court's decision as applying prospectively from the date of the Court decision.

The Instream Resources Protection Program for the Nooksack Water Resource Inventory Area (WRIA) I, Chapter 173-510 WAC

An instream flow is a specific stream flow level (in cubic feet per second, cfs) measured at a control point location on a given stream, that is established to protect instream resources including fish, game, wildlife, scenic, aesthetic and other environmental values, navigational values, birds, and recreational values.\textsuperscript{3} Once established in a rule, instream flows are considered appropriations under the state water code\textsuperscript{4} and must be protected from impairment by junior uses of water. When Ecology issues any new, junior, consumptive water rights, they are conditioned to be either interruptible or fully mitigated to prevent impairment of instream flows.

Closures are findings that water is not available for new appropriations. A closure is not considered an appropriation under the state water code. A withdrawal of groundwater that is hydraulically connected to surface water is not allowed to impact a closed surface water body. Groundwater is generally not available for new appropriation for domestic uses in a basin that is closed for any portion of the year, because domestic uses require an uninterruptible water supply.

WAC 173-501-030 establishes regulatory instream flow levels on 30 rivers and streams. In addition, WAC 173-501-040 establishes year-round or seasonal closures on 44 surface water bodies, including 27 of the rivers and streams with regulatory instream flow levels.

Instream flow provisions apply to three reaches of the Nooksack River. New uses of water from those regulated river reaches, and tributaries to those regulated river reaches, are junior to the adopted instream flows. New appropriations must be interrupted when instream flows are not met.

The Washington State Supreme Court\textsuperscript{5} ruled that new uses of water, including permit-exempt withdrawals of groundwater, must have no effect on closed surface water bodies, and must not impair regulatory instream flows. The court also indicated that there is no differentiation between \textit{de minimis} or significant impairment, and that no impairment is allowed.

\begin{itemize}
\item \textsuperscript{2} Whatcom County, HirsT (Eric) v. W. Wash Growth Mgmt. H'os Bd., No. 91475-3, October 6, 2016, p 2.
\item \textsuperscript{3} RCW 90.22, Minimum Water Levels and Flows, and RCW 90.54, the Water Resources Act of 1971
\item \textsuperscript{4} RCW 90.03.345
\item \textsuperscript{5} Postema, ET AL., Appellants, v. The PCHB, ET AL., Respondents, 142 Wn.2d 68 (2000)
\end{itemize}
Water availability for permit and land use decisions

Our analysis of stream flow data in WRJA 1 indicates instream flows have not been met on average 142 days per year, and there are no years when instream flows have been fully met for the entire year. This means water for new domestic uses is not available year-round in any regulated reach, tributaries to those regulated reaches, or in closed or partially-closed basins, without documentation that there would be no impact to surface waters.

An electronic, interactive map showing domestic water availability in Whatcom County reflecting instream flows and closures is provided at this link: http://www.ecy.wa.gov/programs/wr/rights/domwtravail.html. Ecology has also created a webpage about the Hirst decision that we are updating as information becomes available: http://www.ecy.wa.gov/programs/wr/nwro/hirst.html.

In its ruling in Hirst, the Court ordered that to meet the legal water availability requirement the County must review new development proposals to ensure new consumptive uses of water will not impact instream flows or closed water bodies. To approve new building permits or subdivisions the County must determine that water use by the new proposal will not affect closed surface water bodies or impair streams with instream flows that are not being met.

A review to determine legal water availability must consider hydraulic continuity between the proposed well withdrawal and protected surface water bodies. In glacial deposits found in the Puget Lowlands it is generally assumed that hydraulic connections exist between wells and surface water, and that groundwater pumping will to some extent diminish surface water flows. One exception to this are instances where wells are located directly adjacent to the Salish Sea and thus only decrease groundwater that would otherwise discharge to saltwater.

Areas in Whatcom County that we determine to be unaffected by the instream flows and closures in WAC 173-501 include:
- Lummi and Eliza islands.
- Point Roberts.
- The portion of the Samish subbasin of WRJA 3 that is located in Whatcom County. This area is not covered by a rule.
- Limited coastal areas where withdrawals that are not in hydraulic continuity with regulated surface water bodies, which must be determined on a case-by-case basis.

Under the Supreme Court’s decision in Postema, projects proposing to rely on well water have the opportunity to demonstrate that their proposed withdrawal is not hydraulically connected to closed or regulated surface waters, or that they can provide adequate mitigation to offset new consumptive use impacts. This requires a site-specific analysis that is typically conducted by a licensed hydrogeologist. Ecology can provide you with water right examinations from the Nooksack watershed that provide examples of this type of analysis.
Water Solutions

In light of the Hirst decision current options for property owners to obtain a legal source of water in the Nooksack basin include:

- Connection to a public water supply where it is available in a timely and reasonable manner.
- Drilling a well in a location that has no impact on regulated surface water bodies. This will require an analysis demonstrating no effect on protected water bodies.
- Mitigation: offsetting the impact on stream flows through a mitigation plan approved by Whatcom County. Under the Supreme Court’s recent decision in Foster, mitigation of the legal injury (or impairment) to the senior instream flow water right must be water-for-water, in-place, in-time, and for the same duration as the proposed water use (most often in perpetuity). Ecology is able to provide technical assistance on mitigation, however, we don’t have resources to review individual proposals submitted under your interim ordinance.
- Rainwater collection in accordance with Water Resources Policy 1017 Regarding Collection of Rainwater for Beneficial Use.

In closing, we hope this information is helpful to Whatcom County. We are providing this information to assist Whatcom County in meeting the obligations provided in the Supreme Court’s Hirst decision. Ecology is firmly committed to working with your staff to provide additional service as needed. We will also prioritize our workload to provide consultation to the County on water availability questions, and will assist the county in its efforts to implement the court ruling.

If you have any questions contact Kasey Cykler, WRIA 1 Water Master at our Bellingham Field Office, (360) 715-5222, or kasey.cykler@ecy.wa.gov.

Sincerely,

Thomas Loranger
Water Resources
Program Manager

cc: J.E. “Sam” Ryan, Whatcom County, Planning & Development Services, Director
Mark Personius, Whatcom County, Planning & Development Services, Assistant Director
Tyler Schroder, Whatcom County, Deputy County Executive
Gary Stoyka, Whatcom County, Natural Resources Program Manager
John Wolpers, Whatcom County, Environmental Health Manager
Tom Buroker, Ecology, Water Resources NWRO Section Manager
Mark McCaskill, Dept. of Commerce, Growth Management Services, Managing Director

\(^6\) Sara Foster v. Ecology, City of Yelm, WA PCHB - Supreme Court Decision October 8, 2015
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**TITLE OF DOCUMENT:**
Discussion with Senior Deputy Prosecutor Karen Frakes regarding pending litigation, Hirst et al v. Whatcom County, GMHB Case No. 12-2-0013

**ATTACHMENTS:**

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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.)

Discussion with Senior Deputy Prosecutor Karen Frakes regarding pending litigation, Hirst et al v. Whatcom County, GMHB Case No. 12-2-0013

**COMMITTEE ACTION:**
10/25/2016: Discussed
11/9/2016: Discussed
11/22/2016: 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.
WHATCOM COUNTY COUNCIL
Special Committee of the Whole

June 28, 2016

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 1:42 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Ken Mann, Satpal Sidhu, Carl Weimer, Todd Donovan, Rud Browne and Barry Buchanan.

Absent: None.

PUBLIC COMMENT

1. AUDIENCE MEMBERS ARE INVITED TO COMMENT SPECIFICALLY ON THE FOLLOWING WHATCOM COUNTY COMPREHENSIVE PLAN CHAPTERS: CHAPTER 6, TRANSPORTATION (AB2016-047F); CHAPTER 7, ECONOMICS (AB2016-047G); CHAPTER 8, RESOURCE LANDS (AB2016-047H); CHAPTER 10, DESIGN (AB2016-047J); CHAPTER 11, ENVIRONMENT (AB2016-047K); COMPREHENSIVE PLAN APPENDICES (AB2016-047L)

Sylvia Goodwin, Port of Bellingham, stated she appreciates recent changes. Delete the discussion of the 1970 Stafford Research study. The Port will work with economic development organizations to improve the Choose Whatcom website and explore other options for marketing. She supports an economic development forum with the organizations this fall. She supports the proposed revisions on local food and value-added processing. She submitted a handout about Employment at Cherry Point (on file) regarding Chapter 2 and stated work to retain and expand existing companies. She does not support proposed changes to prevent expansion or decrease employment at Cherry Point.

Max Perry stated he does not support changes to Chapter 8 regarding river scalping. Emphasize how it could be done the right way.

Linda Twitchell, Building Industry Association, asked if the section regarding the local food system has to go through the Planning Commission, since it’s a new section. The construction industry is important. Be careful about adding fees and restrictions. Environmental concerns and private property rights are to be considered equally. Check with the Department of Commerce about the County’s requirement to work with the Cities.

Karlee Deatherage, ReSources for Sustainable Communities, stated they support the policies and recommendations submitted yesterday by Futurewise. In Chapter 8, prohibit the transfer of irrigation water to non-agricultural uses. They support Council proposed Chapter 8 amendments 12a through 12c in the Council packet regarding aquatic resource lands.
Water quality must be maintained to preserve agriculture. Make sure water is available for instream uses. In Chapter 11, they support proposed amendments 43 and 44 and the new Lake Whatcom policies. Improve water quality in the lake. Eliminate redundant policies. Work to quantify water use countywide by 2025, and provide the information to the Planning Unit.

Anastasia Lundholm referenced appendices E and F regarding the proposed new jail. She is concerned about the economic impact of a new jail project. Take better care of people and families in the community.

Pam Borso referenced Chapter 8 and stated don’t remove language about working cooperatively with local farmers to protect water quality. Best management practices aren’t the same as best available science, which is the term they should use. Don’t replace “manure management” with “nutrient management.” Incentives only work if stringent regulations are in place. In Chapter 11, if the risk of damage and threats to health and human safety in hazard areas can’t be mitigated, allow Whatcom County to deny residential development permits.

Carole Perry stated a new jail is necessary. The existing jail is an inadequate public facility.

The councilmembers discussed the schedule, when to incorporate citizen suggested amendments, and whether the County is at risk if it does not coordinate with the City comprehensive plans.

**Browne moved** to adopt at the first meeting in September.

The motion was seconded.

Councilmembers continued to discuss the schedule for continued review, public hearing, and a vote on the Comprehensive Plan.

**Browne withdrew** his motion.

**Buchanan moved** to have a public hearing and vote to adopt on August 9, 2016.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)

**Nays:** Brenner (1)

Forrest Longman stated they can hold appendices E and F to the next meeting to be discussed with Chapter 4.

**COMPREHENSIVE PLAN CHAPTER 7, ECONOMICS**

1. **DISCUSSION AND PRELIMINARY COUNCIL DIRECTION ON COMPREHENSIVE PLAN CHAPTER 7, ECONOMICS (AB2016-047G)**
**DISCLAIMER:** This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

Brenner moved to amend Comprehensive Plan page 7-17; Policy 7E-1, “Support attractions for Canadians and other visitors so they will remain in the community and distribute their spending throughout the community. Some of the examples would include support for such items as the following:” The term ‘community’ is subjective.

The motion was seconded.

The motion carried by the following vote:

- **Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
- **Nays:** None (0)

Brenner moved to amend Comprehensive Plan page 7-18, Policy 7F-1, “Support existing businesses in the community as the major contributors of job creation and regeneration and afford them every opportunity to continue their success in the community.

The motion was seconded.

The motion carried by the following vote:

- **Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
- **Nays:** None (0)

Brenner moved to amend Comprehensive Plan page 7-19, lines 8-9, “The fishing and shellfishing industries are particularly dependent on water, good water quality, and habitat.”

The motion was seconded.

Mann suggested a friendly amendment, “...dependent on water quantity, good water quality....”

Brenner accepted the friendly amendment.

The amended motion was seconded.

The motion carried by the following vote:

- **Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
- **Nays:** None (0)

Browne moved to amend Comprehensive Plan page 7-19, Policy 7G-1, “Recognize the natural environment as a major asset and manage environmental resources accordingly. Always be mindful that we must have both economic prosperity and environmental sustainability or we will have neither;” Sustainability is both economic and environmental. They have both, or they have neither.

The motion was seconded.

Weimer stated he is against the motion because the statement isn’t true. Environmental sustainability can exist without economic prosperity.
Browne stated that without economic prosperity, stress affects the natural environment.

The motion failed by the following vote:

**Ayes:** Mann and Browne (2)

**Nays:** Buchanan, Donovan, Sidhu, Brenner and Weimer (5)

*Brenner moved* to amend Comprehensive Plan page 7-19, Policy 7G-1, “Recognize the natural environment as a major asset and manage environmental resources accordingly. We need both economic prosperity and environmental sustainability.”

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, and Donovan (6)

**Nays:** Weimer (1)

*Mann moved* to amend Comprehensive Plan page 7-19, Policy 7G-4, to add a bullet point, "Encourage sustainability by:

- Pursuing energy resiliency and self-sufficiency by establishing renewable energy overlay zones identified in Policy 5H-6, and by revisiting restrictions on the development of wind energy systems that protect public health and safety, as discussed in Policy 5H-5.”

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

*Brenner moved* to amend Comprehensive Plan page 7-20, lines 6-8, “Natural resource-based industries are agriculture, forestry, fishing, and mining. While accounting for less than 5% of the total county employment, resource based industries are still major components of the economy.” Secondary uses go with resource industries. Cover everything.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

*Brenner moved* to amend Comprehensive Plan page 7-21, Policy 7H-2, “Work with other agencies, Tribal governments, and other groups to improve the condition of the fishery resource, including habitat maintenance and enhancement, especially for habitats utilized by threatened and endangered fish species.”

The motion was seconded.
The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

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*Brenner moved* to amend Comprehensive Plan page 7-20, line 15, "Agriculture is one of Whatcom County’s largest economic drivers. Whatcom County holds the most agricultural and farming land within western Washington, according to the 2014 Whatcom Futures Report. Additionally, according to U.S. Department of Agriculture’s 2012 Census of Agriculture, 1,702 Whatcom County farms produced a market value of $357 million in crops and livestock that year. Locally produced milk produced in 2013 reached an all-time high market value of $246.1 million. Raspberries and blueberries combined for a record market value of $123.6 million in 2014.” It’s important that people understand how much they get from the agricultural industry. The information is all the latest data.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

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*Sidhu moved* to amend Comprehensive Plan page 7-21, to create a new policy “7H-8: Develop and support more programs to promote ag-tourism and ag-education to increase public awareness of the nutritional and economic value of agriculture and quality food production.”

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

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*Brenner moved* to amend Comprehensive Plan page 7-22, Goal 7J, “In an economic strategy for Whatcom County, address unemployment and underemployment as important issues and continue the effort to increase family wage jobs.”

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

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*Brenner moved* to amend Comprehensive Plan page 7-23, Policy 7J-3, “Focus on absorbing and retraining displaced and discouraged workers and addressing the skills gap through grants, training by the Northwest Workforce Council Through grants, training by the Northwest Workforce Development Council, Bellingham Technical College, Whatcom Community College, and Northwest Indian College, and other opportunities focus on absorbing and retraining displaced and discouraged workers and addressing the skills gap.”

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

**Browne moved** to amend Comprehensive Plan page 7-24 to create a new policy, “7K-11: Recognize high speed Internet and cellular coverage are essential for all regions of our economy to succeed.” He stated high speed internet and cellular coverage are crucial for the economy to succeed.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

**Browne moved** to amend Comprehensive Plan page 7-24, to create a new policy, “7K-12: Encourage, and if necessary provide incentives for, high speed Internet and cellular infrastructure to be deployed in areas of the County such as the Columbia Valley that are likely better suited for communications-based businesses rather than transportation intensive industries.”

Brenner stated end the sentence after “Columbia Valley,” because Columbia Valley has forestry and agriculture, which are transportation-intensive. She doesn’t agree that they’re necessarily better for communications-based businesses.

Browne stated it’s not economically attractive for business to transport raw materials to Columbia Valley, assemble them, and transport them back.

Sidhu stated encourage and incentivize high speed internet, not the industry. This policy is about encouraging the expansion of internet. Whoever wants to make use of it, can do that. Otherwise, people will interpret that incentives should go to communications business. The incentive is just to encourage internet.

Donovan stated he appreciates the sentiment and that it seems they’re dismissing the timber industry. Some people might interpret it differently than intended.

**Browne amended his motion and moved** to amend Comprehensive Plan page 7-24, to create a new policy, “7K-12: Encourage and, if necessary, provide incentives for high speed Internet and cellular infrastructure to be deployed in areas of the County such as the Columbia Valley.”

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

**Browne moved** to spend no more time on grammatical changes and leave grammatical changes to the final changes on the final version.

The motion was seconded.
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

Buchanan stated they can accumulate all the necessary grammar and punctuation changes and adopt them at the end of the process.

The motion carried by the following vote:
- **Ayes:** Mann, Sidhu, Browne, Buchanan, and Weimer (5)
- **Nays:** Brenner and Donovan (2)

**Weimer** moved to approve Council proposed amendments 14a through 14n:

14a) Amend Comprehensive Plan page 7-24 to create a new section:

**Local Food System**

Whatcom County is home to a robust agricultural production industry, marine harvest industry, as well as an associated local consumption industry. To maintain and advance the quality and quantity of food produced in Whatcom County, consideration must be given to interconnected sectors which support a thriving food system, including land, water, fishing, farming, labor, processing, transportation, consumption, aquaculture and waste. A vibrant local food system is a community asset to be protected, strengthened, planned for and celebrated.

14b) Amend to create a new goal, “7L: Strengthen the local food system and take steps to improve conditions for a healthy, resilient, and prosperous food economy.”

14c) Amend to create a new policy, “7L-1: Encourage government, institutions, and local businesses to purchase food produced within Whatcom County when available.”

14d) Amend to create a new policy, “7L-2: Encourage local farmers and producers to sell their products to local markets.”

14e) Amend to create a new policy, “7L-3: Support development plans and zoning changes that increase access to healthy and locally grown food products.”

14f) Amend to move and renumber Policy 7K-10 as Policy 7L-4, “Support food outlets such as grocery stores, convenience stores, and local food markets that provide fresh, healthy foods.”

14g) Amend to move and edit Policy 7K-7 as 7L-5, “Support efforts and/or organizations seeking to achieve economic agricultural diversity within the food system such as:
- Niche markets for local agricultural products;
- Technical assistance or educational programs;
- Farmer’s markets;
- Value-added or innovative agricultural products or services;
- Other-product outlets
- Farm-to-school and farm-to-institution;
- Agricultural diversity;
- Food access and affordability; and
- Community education and information dissemination gardens.”
14h) Amend to create a new policy, “7L-6: Support efforts to protect water quality and quantity, soil health, and best management practices as related to the food system.”

14i) Amend to create a new policy, “7L-7: Encourage communication and collaboration across and within all sectors of the food system and support efforts/organizations working to build common understanding and to facilitate better collaborative effort toward an equitable, sustainable, and healthy food system for all.”

14j) Amend to create a new policy, “7L-8: Support establishment of community-wide food system development plans.”

14k) Amend to create a new policy, “7L-9: Support healthy and safe working conditions as well as healthy and safe living conditions for farmworkers.”

14l) Amend to create a new policy, “7L-10: Work towards a fair and equitable food system that honors and supports the people working within it.”

14m) Amend to create a new policy, “7L-11: Support organizations that provide technical assistance, educational programs, and general support to people and businesses within the local food system.”

14n) Amend to create a new policy, “7L-12: Consider food waste systems that reduce food waste and capture food waste nutrients.”

The motion was seconded.

Brenner referenced item 14f and suggested a friendly amendment, “Amend to move and renumber Policy 7K-10 as Policy 7L-4, “Support food outlets such as grocery stores, convenience stores, and local food markets that provide fresh, healthy foods, especially in underserved areas.”

Weimer accepted the friendly amendment.

Browne asked if this needs to go to the Planning Commission.

Matt Aamot, Planning and Development Services Department, stated he would look into it.

Donovan stated it could be a new goal and policies, not a new section.

Personius stated this does not have a regulatory component, so the Council is free to add the new section.

Brenner referenced the last bullet point in 14g and suggested a friendly amendment to reinstate the second bullet point, “Technical assistance or educational programs” and amend the last bullet point, “Community gardens, education, and information dissemination gardens.”

Weimer accepted the friendly amendment.
Mann referenced item 14L and stated it is outside the scope of the County. He moved to amend the motion to amend, to remove item 14L, policy 7L-10, from the motion.

The motion to amend the motion was seconded.

Weimer stated he supports the language in 14L because it’s about farmworker issues and equitable pay, however the new section isn’t hurt if removed.

The motion to amend the motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, and Donovan (6)

Nays: Weimer (1)

The main motion to approve items 14a through 14k, 14m, and 14n as amended carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

Nays: None (0)

Brenner moved to amend Comprehensive Plan page 7-10, Policy 7A-2, “Foster a diverse, private-sector job base, which will provide family-wage jobs at the state median income level or greater, and facilitate the retention and expansion of existing businesses. An increasing body of research has concluded communities that prioritize and invest in Business Start Up, Retention, and Expansion will experience more job growth, income growth, and economic resiliency than those that spend heavily on recruitment, including giving away tax money and other incentives to attract businesses.”

The motion was seconded.

Browne stated he is against the motion because he hasn’t seen the supporting research. He submitted handouts (on file) on a joint effort to recruit new businesses from four economic development organizations in King County.

Councilmembers discussed recruitment and supporting existing businesses.

Sidhu suggested a friendly amendment to the motion, “An increasing body of research has concluded communities that prioritize and invest in business startup, retention, and expansion, and recruitment, will experience more job growth, income growth, and economic resiliency than those that spend heavily on recruitment, including giving away tax money and other incentives to attract businesses.”

Browne accepted the friendly amendment.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

Nays: None (0)

Browne submitted and moved to approve a different version of item 16 (on file), to amend Comprehensive Plan page 7-11, Policy 7A-3, "Employ innovative techniques to attract a mix of diversified industries for a broader economic base starting with the creation of a new economic development program to be funded at a minimum rate of $5 per head of
population per year, ideally with monies collected under RCW 82.14.370. This program will be governed by a sunset provision whereby it will automatically terminate after seven years if it was not able to document its efforts were contributing to an equal or greater number of new jobs for the money invested in it, compared to other economic development projects funded by the community.” They are spending about $250 per person to help people who cannot make enough money to support themselves in one way or another. Spend 1/50th of that amount on trying to raise the average living wage in the community.

The motion was seconded.

Councilmembers discussed a sunset date on all new programs so they can automatically come up for review and approval, investing more money in economic development, whether the Revised Code of Washington (RCW) requires consultation with the cities about how economic development money is divided, and how specific the Comprehensive Plan should be about the expenditure amount.

**Donovan moved to amend** the motion to remove “at a minimum rate of $5 per head of population per year.” He supports more recruitment, but don’t specify the amount of money. Just say it will be funded with monies collected from the Economic Development Investment (EDI) statute.

The motion to amend the motion was seconded.

The motion to amend the motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, and Donovan (6)

**Nays:** Weimer (1)

**Sidhu moved to amend** the motion, “Employ innovative techniques for business startup, retention, expansion, and recruitment to attract support a mix of diversified industries....”

The motion to amend was seconded.

Councilmembers discussed whether the Port of Bellingham is already doing these functions and the intent of the original motion to commit funds to recruitment efforts.

The motion to amend the motion failed by the following vote:

**Ayes:** Brenner and Sidhu (2)

**Nays:** Browne, Buchanan, Mann, Weimer and Donovan (5)

**Mann moved** to amend the motion in the first line “attract recruit”

**Browne accepted** the motion as a friendly amendment.

The motion as amended carried by the following vote:

**Ayes:** Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)

**Nays:** Brenner (1)

**Browne** stated he withdraws his proposed amendment 17 in the Council packet, referenced his handout, and **moved** to amend Comprehensive Plan page 7-12 to create a
new policy “7B-6: durch the development of a forward-focused marketing strategy and a  
professional outbound lead generation program shall solicit inward investment from  
targeted industry sectors that are forecast to provide growth in type of family wage jobs  
that the community is well positioned to support.”

The motion was seconded.

The motion carried by the following vote:  
Ayes: Mann, Sidhu, Browne, Buchanan, and Weimer (5)  
Nays: Brenner (1)  
Absent: Donovan (out of the room) (1)

Browne referenced his handout and moved to amend Comprehensive Plan page 7- 
12 to create new policy, “7B-7: Provide these leads to organizations such as the Port, non- 
profits, and private sector partners that offer the best fit based on the nature of the lead  
and the partners commitment to continuously demonstrate/verify high levels of  
responsiveness and customer satisfaction.”

Mann suggested a friendly amendment to include Team Whatcom, “such as  
Team Whatcom, the Port, ....”

Browne accepted the friendly amendment.

Councilmembers discussed how leads are divided among the organization and how  
they are going to prioritize and do all these other things.

The motion was seconded.

The motion carried by the following vote:  
Ayes: Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)  
Nays: Brenner (1)

Browne moved to amend Comprehensive Plan page 7-12 to create a new policy to  
goal, “7B-x: Leads related to economic development must at all times be responded to  
promptly and professionally, should the volume of leads increase beyond our partner  
organizations capacity to respond to them, then we must ensure adequate funding is  
available for the resources necessary for our partners to succeed.” The Council previously  
voted on this clause.

The motion was seconded.

Mann moved to amend the motion, “7B-x: Leads related to economic  
development must at all times be responded to promptly and professionally.”

The motion to amend was seconded.

Browne accepted the motion to amend as a friendly amendment.

The motion to approve the amendment as amended carried by the following vote:  
Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
COMPREHENSIVE PLAN APPENDICES

1. DISCUSSION AND PRELIMINARY COUNCIL DIRECTION ON THE FOLLOWING COMPREHENSIVE PLAN APPENDICES (AB2016-047L): APPENDIX A, GLOSSARY, APPENDIX B, ACRONYMS, APPENDIX C, COUNTYWIDE PLANNING POLICIES, APPENDIX D, BIBLIOGRAPHY, APPENDIX E, WC 20 YEAR CAPITAL FACILITIES PLAN, APPENDIX F, 6 YEAR CAPITAL IMPROVEMENT PROGRAM, APPENDIX G, WATER RESOURCES & SALMON RECOVERY (DELETING TRANSPORTATION IMPACT FEE BACKGROUND INFORMATION AND REPLACING WITH A NEW APPENDIX G RELATING TO WATER RESOURCE AND SALMON RECOVERY PROGRAMS, WHICH WILL BE DISCUSSED WITH CHAPTER 11, ENVIRONMENT), APPENDIX H, AIRPORT OVERLAY ZONES, APPENDIX I, IMAGINARY SURFACES

This item was not discussed.

COMPREHENSIVE PLAN CHAPTER 6, TRANSPORTATION

1. DISCUSSION AND PRELIMINARY COUNCIL DIRECTION ON COMPREHENSIVE PLAN CHAPTER 6, TRANSPORTATION (AB2016-047F)

Brenner moved to amend Comprehensive Plan page 6-16 to create a new policy, “6C-8: Work with WSDOT to improve highway problems caused by truck traffic on county and state roads by adding this issue to the Council of Governments work plan, lobbying WSDOT officials, and considering lower speed limits and road improvements during discussions in the county six-year road program.”

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

Nays: None (0)

Brenner moved to amend Comprehensive Plan page 6-19, Policy 6F-4, “Identify, analyze and prioritize pedestrian and bicycle projects based on the following criteria:

- safety improvements are needed
- serves a residential or relatively high density rural or urban population area
- serves a location frequently traveled by seniors, children, or people with disabilities
- leads to a school or is part of a school route
- provides access to a recreational facility or park
- functions as a key network link for the regional non-motorized network
- offers economic development potential for an under-served area
- ease of implementation due to low cost, public ownership, or other feature

Coordinate with local community organizations, associations, or other governing structures in designing and implementing improvements, such as safety improvements and infrastructure.
The motion was seconded.

Brenner stated it’s important to coordinate with other local organizations such as Sudden Valley that aren’t part of government.

**Donovan suggested a friendly amendment** to put the language above the bulleted list at the beginning of the sentence.

**Brenner accepted** the friendly amendment, “Coordinate with local community organizations, associations, or other governing structures in designing and implementing improvements, such as safety improvements and infrastructure. Identify, analyze and prioritize pedestrian and bicycle projects based on the following criteria:....”

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

**Browne moved** to amend Comprehensive Plan page 6-20; Policy 6F-5, “Consider developing a non-motorized improvement plan that identifies and prioritizes future pedestrian and bicycle facilities on streets within and between urban growth areas and rural communities where practical, and give priority to walkways along roadways within a one-mile radius of schools.”

The motion was seconded.

Brenner stated this sounds like the same as the Bicycle and Pedestrian Advisory Committee.

Browne stated it’s not a committee, it’s a plan.

Gary Davis, Planning and Development Services Department, stated a plan developed under this policy would begin with an update of the advisory committee’s bike and pedestrian plan.

**Mann suggested a friendly amendment**, “Consider developing Develop....”

**Browne accepted** the friendly amendment.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

**Mann moved** to amend Comprehensive Plan page 6-25, lines 39-44, “GMA requires an analysis of funding capability to judge needs against probable funding resources, and a multi-year financing plan based on the needs identified in the plan. The Capital Facilities Plan, Appendix E of this plan, contains the funding analysis and the current 20-year list of transportation projects. The CFP County also contains the has a six-year Transportation Improvement Program, which is updated annually, and programs funding for specific projects over the next six years.”
The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Buchanan, Weimer and Donovan (6)
Nays: None (0)
Absent: Browne (out of the room) (1)

COMPREHENSIVE PLAN CHAPTER 8, RESOURCE LANDS

1. DISCUSSION AND PRELIMINARY COUNCIL DIRECTION ON COMPREHENSIVE PLAN CHAPTER 8, RESOURCE LANDS (AB2016-047H)

This item was not discussed.

COMPREHENSIVE PLAN CHAPTER 11, ENVIRONMENT

1. DISCUSSION AND PRELIMINARY COUNCIL DIRECTION ON COMPREHENSIVE PLAN CHAPTER 11, ENVIRONMENT (AB2016-047K)

This item was not discussed.

COMPREHENSIVE PLAN CHAPTER 10, DESIGN

1. DISCUSSION AND PRELIMINARY COUNCIL DIRECTION ON COMPREHENSIVE PLAN CHAPTER 10, DESIGN (AB2016-047J)

Mark Personius asked if there is any interest in keeping, deleting, or changing this chapter. Staff and the Planning Commission propose deleting it. The policies went into Chapter 2. Many of those issues are addressed in other chapters. Design is not a requirement of the Growth Management Act (GMA). Design is more a city issue than a county issue. If necessary, the County would address design issues at the neighborhood level.

Donovan moved to approve the staff and Planning Commission recommendation to delete Chapter 10.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

OTHER BUSINESS

There was no other business.
ADJOURN

The meeting adjourned at 4:30 p.m.

The Council approved these minutes on ______________, 2016.

ATTEST:       WHATCOM COUNTY COUNCIL
               WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Barry Buchanan, Council Chair

______________________________
Jill Nixon, Minutes Transcription
Council Chair Barry Buchanan called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

Present: Barbara Brenner, Satpal Sidhu, Carl Weimer, Rud Browne, Ken Mann (via conference call), and Barry Buchanan.

Absent: Todd Donovan

_Browne moved_ to approve Minutes Consent items one through three.

The motion carried by the following vote:

**Ayes:** Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)

**Nays:** None (0)

**Absent:** Donovan (1)

1. SPECIAL COMMITTEE OF THE WHOLE FOR MAY 31, 2016

2. SPECIAL COUNTY COUNCIL FOR JUNE 14, 2016

3. REGULAR COUNTY COUNCIL FOR JUNE 14, 2016

PUBLIC HEARINGS

1. PETITION TO CREATE THE COLUMBIA VALLEY PARK AND RECREATION DISTRICT (AB2016-218)

Buchanan opened the public hearing, and the following people spoke:
Vern Jaden, Kendall Chapel Pastor and Kendall/Columbia Valley trail planning association, stated the Parks and Recreation Commission endorsed the proposal unanimously. He and the community support the creation of the district.

Carl Isin McDaniel stated he supports the creation of the park and recreation district. The community needs a park.

Shorty Bjornstead stated he supports the creation of the park and recreation district. The community members have developed this project themselves.

Jessica Bea stated she worked on the petition for community support to create the park and recreation district. The community needs a safe park area, which has many community benefits.

Hearing no one else, Buchanan closed the public hearing.

**SPECIAL ORDER OF BUSINESS**

1. **ORDINANCE ORDERING AN ELECTION TO DETERMINE THE FORMATION OF THE COLUMBIA VALLEY PARK AND RECREATION DISTRICT (AB2016-218A)**

   **Brenner moved** to adopt the ordinance.

   The motion was seconded.

   Councilmembers spoke in support of the community members who created a plan for the district for their community involvement.

   The motion carried by the following vote:

   **Ayes:** Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)

   **Nays:** None (0)

   **Absent:** Donovan (1)

**OPEN SESSION**

The following people spoke:

- Amy Glasser spoke about the cost of the Donald Trump rally in Lynden and proposed changes to the County purchasing policy (AB2016-191).
- Catherine Waters spoke about the lack of mental health services in the criminal justice system and the proposed new jail.
- Brad Owens, Northwest Jobs Alliance, spoke about the resolution initiating Comprehensive Plan and Zoning amendments (AB2016-232).
- Kathy Waters spoke about the lack of mental health services in the criminal justice system.
- Roger Almskaar spoke about the cost of housing.
- Andrew Reding, Whatcom County Democrats, submitted and read from his testimony (on file) about the proposed Council resolution initiating Comprehensive Plan and Zoning amendments (AB2016-232).
CONSENT AGENDA

Browne reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through five.

The motion carried by the following vote:
Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)
Nays: None (0)
Absent: Donovan (1)

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO AWARD BID #16-36 AND ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF THE SOUTH FORK PARK PARKING LOT AND TRAILHEAD IMPROVEMENTS TO LOWEST BIDDER, DIRT WORKS BELLINGHAM, INC., IN THE AMOUNT OF $314,809.50 (AB2016-235)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND FIRE PROTECTION DISTRICT #7 FOR THE PURPOSE OF INCREASING THE ANNUAL SERVICE FEE IN 2017 SHOULD THE EMS LEVY NOT PASS (AB2016-236)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND THE OPPORTUNITY COUNCIL FOR THE EAST WHATCOM REGIONAL RESOURCE CENTER, IN THE AMOUNT OF $105,412 ANNUALLY (AB2016-237)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO AWARD BID #16-41 AND ENTER INTO A CONTRACT FOR THE SOUTH PASS ROAD FAILURE PROJECT TO THE LOWEST BIDDER, GRANITE CONSTRUCTION COMPANY, IN THE AMOUNT OF $429,651.25 (AB2016-238)
5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND SAZON GROUP FOR DESIGN AND CONSTRUCTION SERVICES FOR PLANTATION INDOOR RANGE HVAC REPLACEMENT, IN THE AMOUNT OF $64,993 (AB2016-239)

OTHER ITEMS

1. ORDINANCE AMENDING WHATCOM COUNTY CODE 3.08, PURCHASING SYSTEM (AB2016-191)

Browne reported for the Finance and Administrative Services Committee and stated this item is held in committee.

2. ORDINANCE AMENDING THE 2016 WHATCOM COUNTY BUDGET, TWELFTH REQUEST, IN THE AMOUNT OF $190,003 (AB2016-230)

Browne reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)
Nays: None (0)
Absent: Donovan (1)

3. ORDINANCE AMENDING WHATCOM COUNTY CODE TITLE 2, ADMINISTRATION AND PERSONNEL, TO ADD LANGUAGE RELATED TO AN INCREASE IN THE NUMBER OF WHATCOM COUNTY COUNCIL DISTRICTS (AB2016-220)

Browne reported for the Finance and Administrative Services Committee and stated this item is held in committee.

4. RESOLUTION RELATED TO THE SALE OF SURPLUS PROPERTY AND SETTING A DATE FOR PUBLIC HEARING PURSUANT TO WHATCOM COUNTY CODE 1.10 (AB2016-231)

Browne reported for the Finance and Administrative Services Committee and moved to approve the resolution.

Brenner stated she needs more information about the equipment being sold.

The motion carried by the following vote:
Ayes: Sidhu, Browne, Buchanan, Weimer, and Mann (5)
Nays: Brenner (1)
Absent: Donovan (1)

5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND FLO ANALYTICS FOR GIS AND DATA MANAGEMENT ASSISTANCE WITH THE 2016 AND 2017 BIRCH BAY
WATERSHED AND AQUATIC RESOURCE MANAGEMENT DISTRICT ANNUAL
FEE ROLL, IN THE AMOUNT OF $49,950 (AB2016-233)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Browne reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)
Nays: None (0)
Absent: Donovan (1)

6. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO AWARD BID #16-28 AND ENTER INTO A CONTRACT FOR THE MARIETTA STRUCTURES REMOVAL PROJECT TO THE LOWEST BIDDER, JT MUENSCHER, IN THE AMOUNT OF $72,695 (AB2016-234)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Browne reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)
Nays: None (0)
Absent: Donovan (1)

7. RESOLUTION INITIATING COMPREHENSIVE PLAN AND ZONING AMENDMENTS BY AMENDING RESOLUTION 2016-009 (AB2016-232)

Weimer moved to approve the resolution.

The motion was seconded.

Brenner stated she’s opposed to the resolution as it’s written.

Weimer moved to add language, “Be it further resolved, that the County Council request the Planning Commission act on this amendment as soon as possible and provide the report of their deliberations no later than …2017.”

The motion was seconded.

The motion to amend carried by the following vote:
Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)
Nays: None (0)
Absent: Donovan (1)
Brenner moved to send all the changes proposed to Chapter 2 regarding the Cherry Point urban growth area (UGA) by councilmembers over the next two days to the Planning Commission.

The motion was seconded.

Councilmembers discussed the process for sending their comments to the Planning Commission.

The motion failed by the following vote:

**Ayes:** Brenner (1)

**Nays:** Sidhu, Browne, Buchanan, Weimer, and Mann (5)

**Absent:** Donovan (1)

Browne read the following statement:

I’ve been concerned that some people across the political spectrum believe that the County government has broad powers to regulate international trade. The truth is we don’t. Our powers are actually very limited. We can’t override State or federal law. We also can’t take away an existing permit for any facility of any nature in the county. The latest version of this proposal has been revised from the original. The previous versions asked to ban all fossil fuel exports. Because it wasn’t defined by definition, it included refined and unrefined fossil fuel exports. Now this would have shut down Cherry Point, because Cherry Point is already a significant exporter of fossil fuels. It is the principal supply, I think maybe the only supply, of jet fuel to the City of Vancouver, for example. It supplies jet fuel to SeaTac. It provides jet fuel down into Oregon. It also provides calcine coke around the world. To propose that we stop them from exporting fossil fuels would have, in fact, certainly created a fear amongst the people, and the contractors, that those families would lose their source of income. The only reason I was concerned about that is, it would’t have changed the demand for those products. It simply would have shifted the production of those products overseas into markets where the environmental controls are much less regulated. We would have seen an increase in fossil fuel shipping in Puget Sound, because places like Vancouver would have been forced to buy their jet fuel from places like Asia, and they come through Puget Sound and the Strait of Juan de Fuca, which would expose Whatcom County to the same risk or greater risk, because it would have increased the tanker traffic. I’d much rather see fossil fuels, if we have to use them, refined on U.S. soil by U.S. workers, under U.S. environmental controls with a minimum of transportation necessary to get them to market. I want to make it clear. I’m also a very strong believer in climate change, and I’m a very strong believer it is a manmade problem. I make no bones about that. I believe we’re going to find common ground in how we deal with these issues, but we have to listen and work together as a community. For that reason, I’m supporting pushing this to the Planning Commission for a full public hearing and full public involvement.

Sidhu stated he agrees with Councilmember Browne. He read the following statement:
Let me briefly state my background. I'm an engineer, and I worked in the petroleum industry for more than 20 years. My son is an engineer at BP Cherry Point for the past eight years. I understand the petroleum industry, its place in our economy, and its place in our community. For the past several weeks, we've listened to arguments like, "are you for petroleum, or are you against it?" or "are you for saving the environment, or are you against it." As I analyze these arguments from both sides, I can clearly see that the issue is not petroleum versus environment. It is all about our need for energy to sustain our lifestyle. Energy can come from running water, wood, coal, petroleum, nuclear, sun, wind, or tidal waves, or other forms. We as a society need to choose what forms of energy are best for our use, for our environment, for sustainability, and affordability. The best form of energy, which is most practical and efficient to use as we know of today, is electricity, which can be produced from any fuel, like running water, like wood, coal, petroleum, nuclear, sun, wind, or tidal waves. And, I just want to remind you, electricity, as we know, is just about 100 years old. For many centuries, we used running water and wood as a resource for energy, and then came the coal to make steam, and steam power was the king. Then we discovered electricity. Later, about a century ago, petroleum came along and opened many new possibilities for humans to use energy. And then we discovered nuclear energy. Now we have learned how to harness the energy from sun, wind, and tidal waves, which do not pollute the air we breathe, the water we drink, and the land we grow our food on. I fail to understand what is the harm in taking steps to transition to better options as humans have done from time-to-time for the sake of future generations. To me, petroleum is a valuable resource, but it is limited in its availability. This is something which will be part of our energy mix for many decades. Wouldn't it be smart to use this limited resource wisely and sparingly, so we can benefit for it most and for the longest time? How do we use petroleum? We take it out of the ground, we clean it, and burn it away, like there's no tomorrow. We actually go to wars to get more of it so we can burn it even faster. How come we stopped using wood as a fuel? Because we learned better ways to use wood. It is stupid to cut forest and burn it away, one tree at a time, much faster than we can grow them. We learned that half of our lungs are hanging out there on the trees, because we breathe what trees give out. Why don't we use nuclear energy? Because we saw what happened at Three Mile Island, Chernobyl, and Fukushima. We learned our lesson. I'm not against petroleum. I'm against irresponsible use of a valuable, God-given resource by burning it away like there is no tomorrow. I believe petroleum should be $500 a barrel. This product will thrive economically at this price by using it sparingly to make things we cannot otherwise make. We will extend the life of this resource. What does it matter what fuel my car uses? All I need is mobility. If Scotty can beam me up all the time, I don't even need a car, nevermind the fuel. It is ridiculous to argue that petroleum is the only fuel to use for our cars. All we need is something which is affordable, which does not pollute our air, our water, and our land. I think petroleum does not quite fit this bill. What's wrong with this picture? We all have our cars, which run on electricity, but its seats, body, and tires are made from petroleum. Let us be smart to use the God-given bounties on our planet. I'm not against industry at Cherry Point. I'm for a time-bound transition to better energy...
alternatives available to us. We must create and develop better options for our kids and grandkids and for their kids and grandkids. How do we do that? Certainly not putting our head in the sand and ignoring all the real possibilities in front of us. The only constant in life is change. Let's make this change for the better. The changes proposed by Councilmember Weimer deserve a conversation. Let us get to the facts and cut out the emotions and political scores. We need to hear a constructive discussion from the industry and the residents alike, on both sides. Yes, I agree, there is a good case to devise the wording proposed for the Cherry Point UGA to reflect the reality on the ground and the short-term versus long-term impacts on our community, our state, and our country. Thank you.

Councilmembers continued to discuss how to forward amendments to the Planning Commission.

The motion to approve the resolution as amended carried by the following vote:

**Ayes:** Sidhu, Browne, Buchanan, Weimer, and Mann (5)

**Nays:** Brenner (1)

**Absent:** Donovan (1)

8. RESOLUTION ACCEPTING THE WHATCOM COUNTY COORDINATED WATER SYSTEM PLAN 2016 UPDATE (AB2016-192)

*Buchanan* reported for the Special Committee of the Whole and moved to approve the resolution.

Brenner read a letter from legal counsel about language in the resolution. She moved to hold in committee until they have the correct documents from the Public Works Department.

The motion was seconded.

The motion to hold in committee carried by the following vote:

**Ayes:** Mann, Sidhu, Browne and Brenner (4)

**Nays:** Weimer and Buchanan (2)

**Absent:** Donovan (1)

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. APPOINTMENT TO THE SUMAS/EVERSON/NOOKSACK FLOOD SUBZONE ADVISORY COMMITTEE, APPLICANT: ED BOSSCHER (AB2016-221)

*(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)*

*Browne moved* to appoint Ed Bosscher.

The motion was seconded.
The motion carried by the following vote:

Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)
Nays: None (0)
Absent: Donovan (1)

2. APPOINTMENTS TO THE JAIL STAKEHOLDER WORKGROUP: ONE COUNTY OR SMALL CITY RESIDENT LIVING OUTSIDE THE CITY OF BELLINGHAM (APPLICANT - HOWARD HILL CUMMINGS) AND ONE RESIDENT FROM THE CITY OF BELLINGHAM (APPLICANT - KELLI CARROLL) (AB2016-179A)

Sidhu moved to appoint Howard Hill Cummings and Kelli Carroll by acclamation.

The motion was seconded. The motion carried by the following vote:

Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)
Nays: None (0)
Absent: Donovan (1)

3. CONFIRMATION OF ALL MEMBERS APPOINTED TO THE JAIL STAKEHOLDER WORKGROUP (AB2016-179C)

Buchanan stated the Small Cities put forward two mayors as members instead of one mayor and one small city council member.

Weimer stated he would like to know if any of the small city council members were asked.

The councilmembers discussed whether either Tribes have expressed an interest in participating, making the workgroup smaller.

Buchanan stated this item is held in Council.

4. APPOINTMENT OF MEMBERS TO SERVE ON THE PRO AND CON STATEMENT COMMITTEES FOR THE EMS LEVY MEASURE (AB2016-167A)

Browne nominated Bamesberger, Boyd, and Work. The nomination was seconded.

Brenner nominated Graham. The nomination was seconded.

The Council appointed Marisa Bamesberger, Bill Boyd, and Erica Work to the Pro Statement Committee

Brenner moved to appoint by acclamation Ray Baribeau, Karl Uppiano, and Patricia Dunn to the Con Statement Committee.

The motion was seconded.

The motion carried by the following vote:
5. APPOINTMENT OF MEMBERS TO SERVE ON THE PRO AND CON STATEMENT COMMITTEES FOR THE PROPOSAL TO FORM THE COLUMBIA VALLEY PARK AND RECREATION DISTRICT (AB2016-218B)

Brenner moved to appoint Richard Whitson and Rebecca Boonstra to the pro statement committee.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)
Nays: None (0)
Absent: Donovan (1)

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF LINDSEY KARAS AND CHI-NA (KIM) STOANE TO THE WHATCOM COUNTY PUBLIC HEALTH ADVISORY BOARD (AB2016-240)

Brenner moved to confirm the request.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)
Nays: None (0)
Absent: Donovan (1)

INTRODUCTION ITEMS

Brenner moved to approve Introduction Items one through five, including the revisions to Introduction Item 4 submitted by staff and reviewed by the Special Committee of the Whole earlier in the day.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer, and Mann (6)
Nays: None (0)
Absent: Donovan (1)

1. ORDINANCE AMENDING THE 2016 WHATCOM COUNTY BUDGET, THIRTEENTH REQUEST, IN THE AMOUNT OF $161,200 (AB2016-241)
2. ORDINANCE AMENDING THE COMPREHENSIVE PLAN DESIGNATION IN THE SMITH ROAD/GUIDE MERIDIAN AREA FROM RURAL TO RURAL COMMUNITY AND AMENDING THE OFFICIAL WHATCOM COUNTY ZONING MAP FROM R5A TO RIM (SPECIFIED FITTINGS) (AB2016-242)

3. ORDINANCE ADOPTING DEVELOPMENT REGULATIONS AND COMPREHENSIVE PLAN AMENDMENTS RELATING TO THE 2016 COMPREHENSIVE PLAN PERIODIC UPDATE (AB2016-047M)

4. ORDINANCE ADOPTING WHATCOM COUNTY COMPREHENSIVE PLAN AMENDMENTS RELATING TO THE 2016 COMPREHENSIVE PLAN UPDATE AND URBAN GROWTH AREA REVIEW (AB2016-0470)

5. RESOLUTION AUTHORIZING THE SALE OF WHATCOM COUNTY SURPLUS PROPERTY PURSUANT TO WHATCOM COUNTY CODE 1.10 (AB2016-231A)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 8:36 p.m.

The County Council approved these minutes on ______, 2016.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ___________________________
Dana Brown-Davis, Council Clerk   Barry Buchanan, Council Chair

______________________________
Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 10:30 a.m. in the County Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Carl Weimer, Barry Buchanan, Satpal Sidhu, and Todd Donovan
Absent: Ken Mann and Rud Browne

1. PUBLIC SESSION

No one spoke.

2. DIRECTOR/HEALTH OFFICER REPORT

Regina Delahunt, Health Department Director, updated the Board on the budget process. There will not be many major changes. Highlights include reduced funding for the Women, Infants, and Children (WIC) Program due to fewer clients and redirected general fund dollars to support other child and family health areas; two service requests for new staff, and; increases in environmental health fees. Also, the Health Department met with Senator Patty Murray regarding the Comprehensive Addiction Recovery Act (CARA). Funding may be considered at the next session. Last, the needle exchange program continues to grow.

She answered questions on the reasons for the reduced number of WIC clients, the percentage of people who are seeking addiction recovery services, odor issues at the State Street building, what is a water availability form, and the drug that works to reverse a drug overdose.

Greg Stern, Public Health Officer, answered questions about the drug used to reverse a drug overdose. He updated the Board and answered questions on the Zika virus.

3. PUBLIC HEALTH ADVISORY BOARD (PHAB) UPDATE

Ben Schultz, Public Health Advisory Board Chair, updated the Board about the upcoming vapor cigarette ordinance and the Public Health Advisory Board direction on maternal and children services in the next few months.

4. FOUNDATIONAL PUBLIC HEALTH SERVICES (FPHS)
Regina Delahunt, Health Department Director, submitted and read from a presentation (on file). They need staff to look at the data gathered from programs to make sure the programs are making an impact to the community. She answered questions about how behavioral health and mental health fit within foundational public health services; benchmarks for performance management; advocating for State funding; types and amount of local environmental health fees; and screening immigrants for tuberculosis (TB).

5. PERFORMANCE MANAGEMENT

Erika Neurenberg, Health Department, referenced and read from her presentation in the Board packet (on file) and answered questions about grocery store inspections; how much a food inspection generally costs, and; the difficulty of determining benchmarks and performance measures.

Regina Delahunt, Health Department Director, also answered questions on the cost of restaurant inspection fees and the difficulty of determining benchmarks and performance measures.

Councilmembers discussed incentive and reward programs for the food safety program.

ADJOURN

The meeting adjourned at 11:59 a.m.

The Council approved these minutes on ____, 2016.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Barry Buchanan, Council Chair

______________________________
Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 3:20 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Satpal Sidhu, Carl Weimer, Todd Donovan, Rud Browne and Barry Buchanan.

Absent: Ken Mann.

COMMITTEE DISCUSSION AND RECOMMENDATIONS TO COUNCIL – COMPREHENSIVE PLAN

1. ORDINANCE AMENDING THE COMPREHENSIVE PLAN DESIGNATION IN THE SMITH ROAD/GUIDE MERIDIAN AREA FROM RURAL TO RURAL COMMUNITY AND AMENDING THE OFFICIAL WHATCOM COUNTY ZONING MAP FROM R5A TO RIM (SPECIFIED FITTINGS) (AB2016-242)

Brenner moved to recommend approval to the full Council. The motion was seconded.

Gary Davis, Planning and Development Services Department, stated he is available for questions.

The motion carried by the following vote:

Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (6)

Nays: None (0)

Absent: Mann (1)

COMMITTEE DISCUSSION AND RECOMMENDATIONS TO COUNCIL

1. RESOLUTION ACCEPTING THE WHATCOM COUNTY COORDINATED WATER SYSTEM PLAN 2016 UPDATE (AB2016-192)

Browne moved to recommend approval to the full Council. The motion was seconded.

Gary Stoyka, Public Works Department, submitted and read through a handout (on file) on the Water Utility Coordinating Committee (WUCC) versions.
Brenner moved to amend to add language to the resolution that makes it clear language was changed after WUCC approval. "WHEREAS after the finalization by the WUCC, the Lummi Nation brought forward edits that were incorporated and were deemed insignificant so it could move forward."

The motion was seconded.

Councilmembers and staff discussed who deemed the edits insignificant, the timeline of comments received from the Lummi Nation and the WUCC review, and why it’s necessary to add a statement about insignificant changes made after WUCC review.

Browne moved to call the question. The motion was seconded.

The motion to call the question carried by the following vote:
Ayes: Sidhu, Browne, Buchanan, and Weimer (4)
Nays: Brenner and Donovan (2)
Absent: Mann (1)

Brenner withdrew her motion to amend.

Donovan moved to amend to add a sentence, "WHEREAS Council received and responded to additional comments from the Lummi Nation."

The motion was seconded.

The motion to amend carried by the following vote:
Ayes: Brenner, Donovan, Sidhu, Browne, and Buchanan (5)
Nays: Weimer (1)
Absent: Mann (1)

The motion to recommend approval as amended carried by the following vote:
Ayes: Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (6)
Nays: None (0)
Absent: Mann (1)

2. RESOLUTION AMENDING RESOLUTION 2016-027, REGARDING COMPREHENSIVE PLAN AND ZONING AMENDMENTS (AB2016-232A)

Brenner moved to recommend approval to the full Council. The motion was seconded.

Councilmembers discussed whether the Council should forward a second option to consider and whether to consider and vote on the Cherry Point amendments without sending it to the Planning Commission.

The motion failed by the following vote:
Ayes: Brenner (1)
Nays: Sidhu, Browne, Buchanan, Weimer and Donovan (5)
Absent: Mann (1)
OTHER BUSINESS

Gary Stoyka, Planning and Development Services Department, and Karen Frakes, Prosecutor’s Office, answered questions about the Comprehensive Plan update process, including questions about conflicts with City of Bellingham and City of Lynden plans, how they justify the amount of growth they’re expecting each City to take, critical areas related to the process for determining land capacity, how findings of fact are written, and how often the Council can amend the Comprehensive Plan.

Linda Twitchell, Building Industry Association, spoke about the Bellingham City Council work on the City Comprehensive Plan.

ADJOURN

The meeting adjourned at 4:08 p.m.

The Council approved these minutes on ______________, 2016.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Barry Buchanan, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Regular County Council Meeting

August 9, 2016

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Ken Mann (via conference call), Barbara Brenner, Satpal Sidhu, Carl Weimer, Todd Donovan, Rud Browne and Barry Buchanan.

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

PUBLIC HEARINGS

1. RESOLUTION AUTHORIZING THE SALE OF WHATCOM COUNTY SURPLUS PROPERTY PURSUANT TO WHATCOM COUNTY CODE 1.10 (AB2016-231A)

Buchanan opened the public hearing, and hearing no one, closed the public hearing.

_Weimer moved_ to approve the resolution. The motion was seconded.

Brenner stated some of the items on the list may be in good enough condition to keep. She doesn’t have enough information to tell whether these items should be sold.

The motion carried by the following vote:

_Ayes:_ Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)

_Nays:_ Brenner (1)

2. ORDINANCE ADOPTING WHATCOM COUNTY COMPREHENSIVE PLAN AMENDMENTS RELATING TO THE 2016 COMPREHENSIVE PLAN UPDATE AND URBAN GROWTH AREA REVIEW (AB2016-0470)

Forrest Longman, Council Office, gave a staff report.

Buchanan opened the public hearing, and the following people spoke:
Barbara Perry stated honor the Tribal treaty. Don’t let wealthy people build and
destroy the land. Don’t waste money to build a new jail.

Donna Starr stated don’t ship coal and fossil fuels overseas for refining.

Margaret Hashmi stated stand up against the fossil fuel industry and the Commerce
Clause.

Edward Alexander stated don’t add a new corrections facility to Appendix E of the
Comprehensive Plan, because the public voted it down.

Junga Subedar stated don’t add a new corrections facility to Appendix E of the
Comprehensive Plan, because the public voted it down. Instead, provide solutions that
reduce the need for jail.

Joseph Metzger stated amend Appendix E of the Comprehensive Plan to not include a
new jail, because the public voted it down. Instead, reduce incarceration.

Kaia Gran stated don’t add a new corrections facility to Appendix E of the
Comprehensive Plan, because the public voted it down. Instead, provide solutions to
problems that lead to incarceration, such as racism and poverty. Spend money on
programs to help people instead of a new jail.

Warren Sheay stated he supports all the environmental components of the
Comprehensive Plan to help protect Whatcom County. He supports the proposed fossil fuel
export amendments that will go to the Planning Commission.

Tiana Nell-Walker stated don’t add a new corrections facility to Appendix E of the
Comprehensive Plan. Instead, spend the money to provide solutions to problems that lead
to incarceration.

Stephanie Manzo stated don’t add a new corrections facility to Appendix E of the
Comprehensive Plan. Instead, spend the money to provide solutions to problems that lead
to incarceration. Don’t fill the jail with people who shouldn’t be in jail, such as those with
mental illness and substance abuse and minorities.

Christopher Grannis stated spend $112 million to keep people out of jail rather than
building a bigger jail. He supports the proposed amendments on fossil fuel exports.

Erik Hirst stated he supports stronger protections for environmental quality, but he
supports the proposed ordinance.

Mary Kay Robinson, Washington County Association of Realtors, stated postpone
adoption until the Cities of Bellingham and Lynden have completed their plans. The urban
fringe plan is inconsistent with the Comprehensive Plan. Land capacity in Bellingham is
overstated and flawed.

Jean Carmean submitted and read from a handout (on file) and stated she supports
proposed amendments regarding fossil fuel exports.
Jane Bright stated she supports the proposed amendment regarding fossil fuel exports. Fossil fuel energy is old technology. Instead, advocate for the assets they have in Whatcom County to attract jobs that will last into the future. Investing in fossil fuels does not help the economy.

Roger Almskaar, Whatcom Affordable Housing Group, stated Bellingham has a serious affordable housing problem. Delay voting on this ordinance until they review the land supply analysis. There are also problems with choices in housing and the cost of the permit process.

David Kershner stated he supports clean energy jobs, protection of clean water, farms, and fisheries. Shift density from agricultural land to urban areas. Create diversion programs to prevent the need for more jail capacity. He supports proposed amendments on fossil fuel exports.

Douglas Panic stated he supports the proposed Comprehensive Plan, including a plan for a workable transfer of development rights program; renewable energy jobs, and; clean water for farming, fisheries, and people. He supports proposed amendments on fossil fuel exports. He does not support a proposed new jail.

Clarissa Mansfield stated she supports proposed amendments on fossil fuel exports. Approve the proposed amendments as soon as possible.

Mike Sennett submitted and read from a handout (on file) and stated he supports proposed amendments on fossil fuel exports. He supports holding the line on the urban growth areas (UGAs), lifting the ban on wind turbines, and the ban on hydraulic fracking.

Paula Rotundi stated she supports proposed amendments on fossil fuel exports. Don’t permit development in Cherry Point that impedes Tribal commerce.

Brad Owens, Northwest Jobs Alliance President, stated postpone adoption of the Comprehensive Plan. Proposed amendments on fossil fuel exports put jobs in jeopardy.

Sandra Randall stated she supports proposed amendments on fossil fuel exports.

Mike Kern stated he agrees with the previous speaker, Brad Owens. There are many businesses and the jobs in the county that are ancillary to the refineries. Many jobs depend on fossil fuels.

Beth Brownfeld submitted and read from a handout (on file) and stated the wellbeing of the county takes priority. She supports the proposed amendments on banning fossil fuel exports.

Eric Thomas stated he supports language about greenways, wind turbines, urban growth limits, and a focus on sustainable energy and clean water. Reconsider including policy 11M-15. He supports the proposed amendments on fossil fuel exports. He does not support a proposed new jail in Appendix E. Instead, provide mental health and homeless services.
Karlee Deatherage, ReSources for Sustainable Communities, stated she supports the updated plan, but it needs more work to further improve water quality and habitat. She supports proposed amendments on fossil fuel exports.

Dena Jensen stated the County did not consult with the Lummi Nation on the Comprehensive Plan.

Sandy Robson stated local Tribes have been obstructed from participating in the Comprehensive Plan process regarding the Cherry Point UGA. She supports proposed amendments from Councilmember Weimer and the Lummi Nation.

John Holstein stated he supports proposed amendments on fossil fuel exports. Don’t delay their implementation.

Edward Ury, ReSources for Sustainable Communities, stated he supports many of the policies in the Comprehensive Plan, but there is an absence of policies that discourage fossil fuel exports.

Candice Wilson stated they must honor the Treaty with the Tribes. She supports proposed amendments on Treaty Rights.

Barbara Lewis stated revise Policy 8A-2 to include special consideration that water is available for instream uses. Also, don’t privatize jail services by companies that make money off of jail inmates. Amend Appendix E regarding the proposed new jail. Instead, provide a Housing First model of services.

Steve Garey stated support language to prohibit the export of crude oil from any existing or new facility in Whatcom County.

Mike Kaufman stated the Utility Chapter should include internet service as a utility service. He supports the proposed amendments on fossil fuel exports.

Amy Glasser stated she supports proposed amendments on fossil fuel exports. Don’t delay approval of the proposed amendments. Also, spend money on social services and the Housing First model rather than a new jail.

Alex Ramel stated incorporate the record from the Gateway Pacific Terminal environmental impact statement (EIS) process, which contains best available science, into the Comprehensive Plan record.

Ken Kaliher submitted and read from a handout (on file) and stated he supports the proposed amendments regarding fossil fuel exports.

John Straw stated postpone the decision on the Comprehensive Plan. There is no non-partisan scientific proof that coal trains produce pollution. Diesel traffic and wood stoves create more air pollution. He supports a deep water, multi-modal shipping facility at Cherry Point. He is opposed to the proposed amendments regarding fossil fuel exports.

Susan Hanson stated water pollution prevention is cheaper than fixing streams and rivers with water pollution.
Adam Schaeffer stated respect Tribal treaty rights. Also, don’t include a new jail in Appendix E.

Theodore Wheeland stated the county needs more affordable housing, not a new jail.

Judith Akins, Sierra Club – Mt. Baker Group, stated she supports proposed amendments regarding fossil fuel exports, which should be adopted right away.

Bonnie Barker stated invest in an electric train to the East County area.

Jamie Houston stated he supports the proposed amendments on fossil fuel exports. Also, consider internet service a utility and develop it in rural areas.

Natalie Chavez stated modern medicine is destructive and people should only use alternative treatments. She supports green energy and the proposed amendments regarding fossil fuel exports.

Hamilton (no last name given) stated he supports proposed amendments regarding fossil fuel exports.

Hearing no one else, Buchanan closed the public hearing.

Weimer moved to forward for concurrent review with other Comprehensive Plan amendment proposals scheduled later this evening. The motion was seconded.

Brenner stated she is opposed to the motion. They’ve received new information, and people have different ideas about the implications of the ordinance. She spoke about fossil fuel use and the exportation of crude oil and mental health services in the jail.

Tyler Schroeder, Executive’s Office, answered councilmembers’ questions about jail and other capital project costs, including a triage center.

Councilmembers discussed the annual rising cost of the jail due to inflation; modeling tools used to calculate jail size and number of beds and allocation costs among the jurisdictions; different task force groups working to correctly size a new jail and associated services; defining a process to address marine resources; tying land use issues with water quality issues and the expansion of low-impact development regulations countywide; providing an opportunity for public comment to proposed amendments to the Cherry Point urban growth area (UGA); the annual process for revising the Comprehensive Plan, and; the transition away from fossil fuels.

The motion carried by the following vote:

**Ayes:** Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)

**Nays:** Brenner (1)

**COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES**
EMERGENCY ORDINANCE IMPOSING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS AND PERMITS FOR NEW OR EXPANDED FACILITIES IN THE CHERRY POINT URBAN GROWTH AREA, THE PRIMARY PURPOSE OF WHICH WOULD BE THE SHIPMENT OF UNREFINED FOSSIL FUELS NOT TO BE PROCESSED AT CHERRY POINT (AB2016-256)

Buchanan read the proposed emergency ordinance into the record and moved to adopt the emergency ordinance. The motion was seconded.

Brenner moved to amend the fourth Whereas statement, “…unrefined fossil….” The motion was seconded.

The motion carried by the following vote:
Ayes:  Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (6)
Nays:  Mann (1)

The councilmembers discussed the Whereas statements that address the refineries’ ability to potentially export crude oil, not expanding the shipping and export of natural gas to other countries, the definition of natural gas and other unrefined fossil fuels, and the threat to public health and safety from increased traffic through Whatcom County due to additional exports.

Browne moved his insert a new Whereas statement to become the fifth Whereas statement, “Whereas on July 12, 2016, the County received a letter from Chairman Ballew of the Lummi Business Council, which included the statement that they hope the amendments to the Comprehensive Plan do not unfairly impact the current employers within Cherry Point.”

The motion was seconded.

Brenner stated the Lummi indicated they want the refineries to continue, as long as it’s done safely.

The motion carried by the following vote:
Ayes:  Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays:  None (0)

Browne moved to insert a new Whereas statement to become the sixth Whereas statement, “Whereas the County recognizes that the existing refineries have been for decades significant exporters of refined fossil fuels, such as jet fuel, to Vancouver, and calcined coke used in the manufacture of aluminum while also providing substantial local employment.”

The motion was seconded.

The councilmembers discussed current exports from Cherry Point to Vancouver.

Weimer suggested a friendly amendment, “Whereas currently the refiners at Cherry Point ship refined products.”
Browne accepted and amended his motion, to insert a new Whereas statement to become the sixth Whereas statement, “Whereas, the County recognizes that the existing refiners have been significant shippers of refined fossil fuels such as jet fuel and calcined coke while providing substantial local employment.”

The motion carried by the following vote:
Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

Browne moved to insert a new Whereas statement to become the seventh Whereas statement, “Whereas the refining of fossil fuels at Cherry Point provides high wage jobs that could be lost if the existing refineries were converted to crude oil export facilities.”

The motion was seconded.

The motion carried by the following vote:
Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

Donovan moved to amend, “Be It Further Ordained… for building permits for remodels, maintenance, or repairs of existing structure….”

The motion was seconded.

The motion carried by the following vote:
Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

Browne moved to amend, “Whereas multiple trains carrying crude oil…and the environment, one derailment caused significant fatalities.”

The motion was seconded.

The motion carried by the following vote:
Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

Browne moved to amend, “Whereas a unit train…federal policies and corporate investment intended to….”

The motion was seconded.

The motion carried by the following vote:
Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

Browne moved to underline the word “unrefined” in all locations in the ordinance. Make it clear the intent is not to affect existing refining operations.

The motion was seconded.
The motion carried by the following vote:

**Ayes:** Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

Donovan stated for the record that there is a need for an emergency ordinance. They weren’t able protect public health and the environment due to the restrictions on the Council regarding the Gateway Pacific Terminal (GPT) permit process.

**Brenner moved** to amend, “Whereas in the last two years, two trains…”

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

Browne stated that in the next 60 days, they need to make sure the definition of unrefined fossil fuels is compatible with the industry definition.

The motion to adopt as amended carried by the following vote:

**Ayes:** Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

*(Clerk’s Note: The Council took a ten–minute break at 10:20 p.m.)*

**OPEN SESSION**

The following people spoke:

- Matt Petryni, ReSources for Sustainable Communities, spoke on the Comprehensive Plan.
- Mark Greenberg spoke about a proposed crosswalk across Lakeway Drive.
- Eileen Kadish spoke about a proposed crosswalk across Lakeway Drive.
- Alex Ramel spoke about the Comprehensive Plan.
- Max Perry spoke about the proposed resolution regarding Comprehensive Plan amendments from Councilmember Brenner (AB2016-232A).
- Brad Owens spoke about the proposed resolution regarding Comprehensive Plan amendments from Councilmember Brenner (AB2016-232A).
- Carole Perry spoke about the Comprehensive Plan and the misinformation from the people who testified and about a proposed new jail.
- Isaac Post spoke about the proposed new jail.

**CONSENT AGENDA**

**Browne** reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items two through six.

The motion carried by the following vote:
Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO AWARD BID #16-42 AND ENTER INTO A CONTRACT FOR THE LAKEWAY DRIVE CROSSWALK – SAFETY AND MULTIMODAL IMPROVEMENTS TO LOWEST BIDDER, LARRY BROWN CONSTRUCTION, INC., IN THE AMOUNT OF $296,252.65 (AB2016-248)

Browne reported for the Finance and Administrative Services Committee and stated there is no recommendation.

Sidhu moved to approve the request. The motion was seconded.

Browne stated he is opposed to the process, not this particular crosswalk. There should be a prioritization process for all crosswalk facilities around the county.

The motion carried by the following vote:
Ayes: Brenner, Sidhu, Buchanan, Weimer and Donovan (5)
Nays: Mann (1)
Abstains: Browne (1)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND RAZZ CONSTRUCTION, INC., FOR MODIFICATION OF THE FLOW DISTRIBUTION SYSTEM FOR THE ACADEMY ROAD STORMWATER IMPROVEMENTS PROJECT, IN THE AMOUNT OF $50,641 (AB2015-347A)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO AWARD BID #16-43 AND ENTER INTO A CONTRACT FOR NECESSARY REPAIRS TO TWO STRUCTURES AT THE NESSET FARM, LOCATED AT SOUTH FORK PARK, TO THE LOWEST BIDDER SOUTH FORK CONSTRUCTION COMPANY, IN THE AMOUNT OF $183,365 (AB2016-249)

4. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AUTHORIZE THE PURCHASE OF FLEET VEHICLE PARTS FROM MULTIPLE LOCAL VENDORS, USING WASHINGTON STATE CONTRACT #01809, SELECTING THE APPROPRIATE VENDOR AS DICTATED BY AVAILABILITY, TOTAL COST, AND PERFORMANCE OF PARTS, IN AN AMOUNT NOT TO EXCEED $180,000 (AB2016-250)

5. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND COVENANT CONSULTANTS, INC., FOR CONTINUATION OF CONSULTING SERVICES RELATED TO THE RESEARCH AND VALUATION DEFENSE OF THE RECENT PROPERTY APPRAISAL APPEALS FILED BY BP OIL REFINERY, IN THE AMOUNT OF $65,000, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $130,000 (AB2016-254)
6. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT WITH ALVARES & MARSAL VALUATION SERVICES, LLC, FOR THE PURPOSE OF CONSULTATION ASSOCIATED WITH THE VALUATION OF BP WEST COAST PRODUCTS, LLC (AB2015-255)

OTHER ITEMS

1. RESOLUTION AFFIRMING THE PDR OVERSIGHT COMMITTEE RANKING AND AUTHORIZING WHATCOM COUNTY PURCHASE OF DEVELOPMENT RIGHTS ADMINISTRATOR AND WHATCOM COUNTY EXECUTIVE TO PROCEED WITH THE ACQUISITION PROCESS FOR 2016 APPLICATIONS (AB2016-245)

Weimer reported for the Natural Resources Committee and moved to approve the resolution.

The motion carried by the following vote:

Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

2. ORDINANCE AMENDING WHATCOM COUNTY CODE 3.08, PURCHASING SYSTEM (AB2016-191)

Browne reported for the Finance and Administrative Services Committee and moved to adopt the substitute ordinance. He moved to amend Section 3.08.135 to add language, “All contracts will be administered by the Purchasing Ordinance in place at the time the contract was signed.”

The motion was seconded.

Brenner stated the Council is giving up its check-and-balance duties to the Executive’s Office. She is opposed to the motion. Time and efficiency should be secondary to transparency and public input.

The motion to amend carried by the following vote:

Ayes: Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)
Nays: Brenner (1)

The councilmembers discussed the Council’s retained authority to approve all contracts and any increases above a certain amount, encouraging more competitive bids, the limited number of active project-based budgets at one time, and relying on the staff report for information.

Weimer moved to amend page four of the substitute ordinance, “Contracts that require County Council approval per 3.08.100 may be administratively amended to a cumulative amount not to exceed 10% $10,000 or ten percent of the contract amount, whichever is greater; larger amounts require council approval. No administrative contract amendment may exceed authorized expenditure authority.”

The motion was seconded.
Tyler Schroeder, County Executive’s Office, answered questions about the Executive’s ability to approve contract changes up to $40,000.

The motion to amend carried by the following vote:
Ayes: Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)
Nays: Brenner (1)

Councilmembers discussed the need for a sunset provision.

The motion to adopt as amended carried by the following vote:
Ayes: Sidhu, Browne, Buchanan, Weimer and Donovan (5)
Nays: Mann and Brenner (2)

3. ORDINANCE AMENDING THE 2016 WHATCOM COUNTY BUDGET, THIRTEENTH REQUEST, IN THE AMOUNT OF $161,200 (AB2016-241)

Browne reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND THE CITY OF LYNDEN FOR THE CITY’S PEPIN CREEK PROJECT AND DESIGN OF BANK STABILIZATION MEASURES ALONG DOUBLE DITCH CREEK, IN THE AMOUNT OF $210,000 (AB2016-246)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Browne reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND ANCHOR QEA, LLC FOR ENGINEERING DESIGN ASSISTANCE FOR THE HARBORVIEW ROAD DRAINAGE IMPROVEMENT PROJECT, IN THE AMOUNT OF $105,440 (AB2016-247)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)
Browne reported for the Finance and Administrative Services Committee and moved to approve the request.

The motion carried by the following vote:
Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

6. ORDINANCE AMENDING THE COMPREHENSIVE PLAN DESIGNATION IN THE SMITH ROAD/GUIDE MERIDIAN AREA FROM RURAL TO RURAL COMMUNITY AND AMENDING THE OFFICIAL WHATCOM COUNTY ZONING MAP FROM R5A TO RIM (SPECIFIED FITTINGS) (AB2016-242)

Buchanan reported for the Special Committee of the Whole.

Mann moved to forward for concurrent review with other Comprehensive Plan amendment proposals scheduled later this evening. The motion was seconded.

The motion carried by the following vote:
Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

7. RESOLUTION ACCEPTING THE WHATCOM COUNTY COORDINATED WATER SYSTEM PLAN 2016 UPDATE (AB2016-192)

Buchanan reported for the Special Committee of the Whole and moved to approve the resolution with an amendment recommend by committee.

The motion to approve as amended carried by the following vote:
Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

8. RESOLUTION AMENDING RESOLUTION 2016-027, REGARDING COMPREHENSIVE PLAN AND ZONING AMENDMENTS (AB2016-232A)

Buchanan reported for the Special Committee of the Whole.

Brenner moved to approve the resolution. The motion was seconded.

The motion failed by the following vote:
Ayes: Brenner (1)
Nays: Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)

9. ORDINANCE ADOPTING DEVELOPMENT REGULATIONS AND COMPREHENSIVE PLAN AMENDMENTS RELATING TO THE 2016 COMPREHENSIVE PLAN PERIODIC UPDATE (AB2016-047M)

Buchanan reported for the Special Committee of the Whole and moved to forward for concurrent review with other Comprehensive Plan amendment proposals scheduled later this evening. The motion was seconded.
The motion carried by the following vote:

**Ayes:** Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

10. **CONFIRMATION OF JAIL STAKEHOLDER WORKGROUP MEMBERS (AB2016-179C)**

*Buchanan moved* to confirm the updated list of workgroup members. The motion was seconded.

Brenner stated there are too many politicians and not enough citizens who are involved in the jail.

The motion carried by the following vote:

**Ayes:** Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)

**Nays:** Brenner (1)

**APPROVAL OF COMPREHENSIVE PLAN AMENDMENTS**

1. **ORDINANCE ADOPTING WHATCOM COUNTY COMPREHENSIVE PLAN AMENDMENTS RELATING TO THE 2016 COMPREHENSIVE PLAN UPDATE AND URBAN GROWTH AREA REVIEW (AB2016-047O)**

*Sidhu moved* to adopt the ordinance. The motion was seconded.

The motion carried by the following vote:

**Ayes:** Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)

**Nays:** Brenner (1)

2. **ORDINANCE ADOPTING DEVELOPMENT REGULATIONS AND COMPREHENSIVE PLAN AMENDMENTS RELATING TO THE 2016 COMPREHENSIVE PLAN PERIODIC UPDATE (AB2016-047M)**

*Brenner moved* to adopt the ordinance. The motion was seconded.

The motion carried by the following vote:

**Ayes:** Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

3. **ORDINANCE AMENDING THE COMPREHENSIVE PLAN DESIGNATION IN THE SMITH ROAD/GUIDE MERIDIAN AREA FROM RURAL TO RURAL COMMUNITY AND AMENDING THE OFFICIAL WHATCOM COUNTY ZONING MAP FROM R5A TO RIM (SPECIFIED FITTINGS) (AB2016-242)**

*Mann moved* to adopt the ordinance. The motion was seconded.

The motion carried by the following vote:

**Ayes:** Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)
4. MOTION AND VOTE TO APPROVE ALL THE ABOVE-ADOPTED
   COMPREHENSIVE PLAN AMENDMENTS CONCURRENTLY

   Browne moved to approve all the Comprehensive Plan amendments concurrently.
   The motion was seconded.
   The motion carried by the following vote:
   Ayes: Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)
   Nays: Brenner (1)

INTRODUCTION ITEMS

   Brenner moved to accept the Introduction Items. The motion was seconded.
   The motion carried by the following vote:
   Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
   Nays: None (0)

1. RESOLUTION APPROVING THE WHATCOM COUNTY SIX-YEAR
   TRANSPORTATION IMPROVEMENT PROGRAM FOR THE YEARS 2017
   THROUGH 2022 (AB2016-251)

2. ORDINANCE AMENDING THE 2016 WHATCOM COUNTY BUDGET,
   FOURTEENTH REQUEST, IN THE AMOUNT OF $295,000 (AB2016-252)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

   Buchanan stated they may be able to remove language from the Open Session
   section of the Council agenda regarding GPT.

   Donovan moved to remove language, “...or related to the proposed Gateway Pacific
   Terminal project (GPT).” The motion was seconded.

   Brenner moved to hold the motion to the next meeting to hear advice in executive
   session from legal counsel. The motion to hold was seconded.
   The motion to hold carried by the following vote:
   Ayes: Mann, Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
   Nays: None (0)

   Weimer reported for the Natural Resources Committee.


   Browne reported for the Finance and Administrative Services Committee.

   Councilmembers gave updates on recent activities and upcoming events.
ADJOURN

The meeting adjourned at 11:45 p.m.

The County Council approved these minutes on ______, 2016.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ___________________________
Dana Brown-Davis, Council Clerk   Barry Buchanan, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL  
Special Committee of the Whole  

September 27, 2016  

CALL TO ORDER  

Council Chair Barry Buchanan called the meeting to order at 12:21 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.  

ROLL CALL  

Present: Barbara Brenner, Ken Mann, Satpal Sidhu, Carl Weimer, Todd Donovan, Rud Browne and Barry Buchanan.  

Absent: None.  

COMMITTEE DISCUSSION  

1. DISCUSSION WITH LEGISLATIVE ANALYST FORREST LONGMAN REGARDING BUDGET REVIEW AND WORK ASSIGNMENTS (AB2016-294)  

Forrest Longman, County Council Legislative Analyst, asked for Council feedback on their expectations for the biennial budget review. He submitted a handout of a sample form for submitting budget amendments (on file).  

Tyler Schroeder, Executive’s Office, answered questions on departments’ presentations to Council.  

Jack Louws, County Executive, stated he will present a budget introduction to Council on October 12, 2016.  

Councilmembers asked for information on full-time employee (FTE) and program gains or losses and capital facilities plans.  

Longman stated the councilmembers can complete the budget amendment form and return it to him, and he will distribute to the councilmembers.  

OTHER BUSINESS  

There was no other business.  

ADJOURN  

The meeting adjourned at 12:34 p.m.
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The Council approved these minutes on ______________, 2016.

3

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

7

Dana Brown-Davis, Council Clerk Barry Buchanan, Council Chair

14

Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 10:30 a.m. in the Civic Center Garden Level Conference Room, 322 Commercial Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Rud Browne, Barry Buchanan, Ken Mann, Todd Donovan and Carl Weimer

Absent: Satpal Sidhu

SURFACE WATER WORK SESSION (AB2016-024)

Joint Board / Planning Unit / Coordinated Water System Plan (CWSP) Update

Gary Stoyka, Public Works Department, gave a staff report and stated the CWSP is done. It may need to be updated as they learn more about the Hirst ruling.

The Planning Unit’s next meeting is October 26. Geneva Consulting has begun its update of the implementation report and detailed summary report, due at the end of this year.

The Joint Board met in September and approved the interlocal agreement to combine the Joint Board and Salmon Recovery Board. Seven of the 12 parties have signed the agreement so far. There will be long-term funding needs to pay for, including stream gaging, water resource inventory area (WRIA) 1 program administration, and the groundwater model. He described plans to fund some of these efforts.

A groundwater forum is scheduled for October 19 at the Bellingham Public Library. He described the presentations planned for the forum and the WRIA 1 recovery plan. He answered councilmember questions about obligations associated with the Puget Sound Partnership grant, whether the Planning Unit will undergo any changes, and whether funds can be spent without County Council approval.

Overview of Flood and Stormwater Budgets

Paula Harris, Public Works Department, submitted and referenced a handout (on file) on the proposed 2017 budget and described the work plan and supporting documentation in the work session packet. She answered questions on the flood permit review fee, the use of the jail work crew, whether the railroad company will contribute to the cost of projects, the County’s change in liability from an improved Deming levee and other projects near railroads, and how the County disposes of gravel dredged from creeks.
Gary Stoyka, Public Works Department, submitted a handout (on file) and referenced and read through the packet on the Natural Resources budget. He described an additional service request (ASR) for a farm planning position for the pollution identification and control (PIC) program and a data manager. The two new positions would be in the Conservation District and funded by the County through and contingent upon a Department of Health grant. There is no impact to the County budget. He answered questions and the councilmembers discussed getting property owner permission to test for contamination in creeks and streams.

Kirk Christensen, Public Works Department, submitted a handout (on file) and referenced and read through the information on the stormwater budget, including the costs for administration, capital costs, and program costs. He answered questions and the councilmembers discussed the differences between the County expenditures and City expenditures on Lake Whatcom water quality modeling, repairs and maintenance costs of new facilities, experimenting with coconut as a stormwater filter media, and the cost to build a facility.

Councilmembers discussed the 2017 ending fund balance that leaves little money other than the $5 million reserve for flood emergencies, whether the $5 million reserve is enough, other sources of funds to use in an emergency, and identifying programs that are required and/or have grant money.

Update on Improvements to the Lake Whatcom Homeowners Incentive Program (HIP)

Ingrid Enschede, Public Works Department, gave a staff report on implementing the program, including easement and maintenance agreements with private property owners, applying the revised HIP to priority properties that have the greatest potential to reduce phosphorous, standard engineering designs for homeowners, a contractor certification program, and improved marketing for the program. Councilmembers discussed property owner incentives and motives.

Stoyka stated upcoming items include an interlocal agreement with the Conservation District to run the program for the City and County, an interlocal agreement with the City to unify the programs, and hiring a geo-technical contractor for soil infiltration data. He answered questions on the ratio of the City’s total maximum daily load (TMDL) contribution.

ADJOURN

The meeting adjourned at 12:21 p.m.

The Council approved these minutes on ________________, 2016.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

Dana Brown-Davis, Council Clerk
Barry Buchanan, Council Chair

Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Special Committee Of The Whole

October 25, 2016

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 11:20 a.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Satpal Sidhu, Rud Browne, Barry Buchanan, Ken Mann, Todd Donovan and Carl Weimer

Absent: None

COMMITTEE DISCUSSION

1. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR JEFFREY SAWYER REGARDING PENDING LITIGATION, EGGUM V. WHATCOM COUNTY (AB2016-018)

Attorney Present: Jeffrey Sawyer

2. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR KAREN FRAKES REGARDING PENDING LITIGATION, HIRST ET AL V. WHATCOM COUNTY, GMHB CASE NO. 12-2-0013 (AB2016-018)

Attorney Present: Karen Frakes

Buchanan stated that discussion of agenda items one and two may take place in executive session pursuant to RCW42.30.110 (1) (i). Executive session will conclude no later than 2:00 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Browne moved to go into executive session until no later than 2:00 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:

Ayes: Sidhu, Brenner, Browne, Buchanan, Mann, Donovan and Weimer (7)

Nays: None (0)

(Councilmembers moved to the Council Committee Room to hold the discussion.)

OTHER BUSINESS

ADJOURN
The meeting adjourned at 12:45 p.m.

The Council approved these minutes on _____ 2016.

ATTEST: 

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Barry Buchanan, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Regular County Council Meeting

October 25, 2016

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Ken Mann, Satpal Sidhu, Carl Weimer, Todd Donovan, Rud Browne and Barry Buchanan.

Absent: None.

FLAG SALUTE

ANNOUNCEMENTS

DISCUSSION WITH SENIOR DEPUTY PROSECUTOR JEFFREY SAWYER REGARDING PENDING LITIGATION, EGGAR V. WHATCOM COUNTY (AB2016-018)

Buchanan reported for the Committee of the Whole and announced the following findings:

Regarding Case Marlow Todd Eggum v. Whatcom County et al., the County Council met in executive session concerning lawsuit Marlow Todd Eggum v. Whatcom County et al. Pursuant to Whatcom County Code 2.56, the Council hereby finds the following:

A. The official(s) or employee(s) was/were acting in a matter in which the County had an interest.
B. The official(s) or employee(s) was/were acting in the discharge of a duty imposed or authorized by law; and
C. The official(s) or employee(s) did act in good faith.

The officers, officials, agents or employees will be defended and indemnified pursuant to and consistent with the provisions of Whatcom County Code 2.56.

Browne moved to approve the findings as stated.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

SPECIAL PRESENTATIONS

1. PRESENTATION OF THE BEHAVIORAL HEALTH REVENUE ADVISORY COMMITTEE QUARTERLY REPORT (AB2016-111B)

Chris Phillips, Behavioral Health Revenue Advisory Committee Vice-Chair, spoke about the work of the Incarceration Prevention and Reduction Task Force and the school services presented in the Council packet.

Jill Iwasaki, Ferndale School District, continued the presentation on the services in the Ferndale School District.

2. PRESENTATION OF PHASE II REPORT FROM INCARCERATION PREVENTION AND REDUCTION TASK FORCE (AB2016-310)

Mann introduced the presentation and Phase II Report.

Jack Hovenier, Incarceration Prevention and Reduction Task Force Co-Chair, stated they avoid the jail issues and focus on incarceration prevention and reduction. He referenced the report in the Council packet beginning on page 362 and spoke about challenges from the lack of infrastructure to meet the demand and need in the community. He answered questions about discussion with the City of Bellingham on the Division Street triage facility, a triage facility design style, sources for operating funds, and a voluntary versus involuntary stabilization facility.

Anne Deacon, Health Department, answered councilmembers' questions on defining a 23-hour mental health chair, and a voluntary versus involuntary stabilization facility.

Jill Bernstein, Incarceration Prevention and Reduction Task Force Co-Chair, continued the presentation on the Council taking action to decide on a facility location and design and the behavioral health and the law and justice components of the report. She described the efforts of the Task Force’s Legal and Justice Systems Subcommittee to address the indigent or low income pretrial inmate population who can’t afford to post bail, a pretrial risk assessment tool and supervision unit, and program cost savings. Efforts of the Task Force’s Behavioral Health Subcommittee focus on front-door and back-door services to people going into or coming out of jail, including a law enforcement assisted diversion (LEAD)-like program, crisis intervention training for law enforcement, supported residential treatment facilities, and other model programs around the state and country.

Deacon answered questions about the need for opioid treatment in the community and problems with Medicaid regarding low reimbursement rates.

2A. ACCEPTANCE OF THE INCARCERATION PREVENTION AND REDUCTION TASK FORCE PHASE II REPORT AND APPROVAL OF RECOMMENDATION(S) FOR INITIATING PUBLIC OUTREACH AND DIALOG RELATED TO LOCATION OF THE CRISIS TRIAGE FACILITY (AB2016-310A)
Mann moved to accept the Phase 2 report from the Incarceration Prevention and Reduction Task Force and affirm the recommendation for the current Division Street triage facility location to initiate public outreach to that community.

The motion was seconded.

Councilmembers discussed how to reach out to the Division Street facility neighborhood.

Jack Louws, County Executive, stated the administration will facilitate a neighborhood meeting, continue discussions with the North Sound Behavioral Health Organization (BHO) on funding, and implement plans as recommended by the Task Force when funds are available.

Mann thanked the administration, including Tyler Schroeder, for their commitment to the work of the Task Force.

Councilmembers discussed the County’s response to the community to reduce incarceration and what happens to the existing jail work center.

The motion carried by the following vote:
Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

PUBLIC HEARINGS

1. REQUEST FOR A MAJOR MODIFICATION AND A ONE YEAR EXTENSION TO THE LINCOLN ROAD LONG SUBDIVISION AND PLANNED UNIT DEVELOPMENT (AB2015-172A)

Buchanan opened the public hearing, and the following people spoke:

Brian Jones, Jones Engineers, stated he represents the proponent and is available for questions.

Amy Keenan, Planning and Development Services Department, answered questions about the codes that will be in effect when it will be built.

Hearing no one else, Buchanan closed the public hearing.

Brenner moved to approve the request.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)
2. RESOLUTION EXTENDING THE CURRENT WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT FUNDING MECHANISM AND LEVEL FOR THE SAMISH WATERSHED SUBZONE (AB2016-304)

(Council acting as the Whatcom County Flood Control Zone District Board of Supervisors.)

Gary Stoyka, Public Works Department, gave a staff report.

Buchanan opened the public hearing and, hearing no one, closed the public hearing.

**Donovan moved** to approve the resolution.

The motion was seconded.

Stoyka answered questions about the possibility of including a sunset date.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

3. RESOLUTION FORWARDING DRAFT SHORELINE MASTER PROGRAM AMENDMENTS TO THE DEPARTMENT OF ECOLOGY FOR REVIEW (AB2016-270A)

Mark Personius, Planning and Development Services Department, gave a staff report and answered questions about registration in the zoning code.

Buchanan opened the public hearing, and the following people spoke:

Sally Harper stated she disagrees with the decision to amend the Shoreline Master Program. They will increase vacation rental by owner (VRBO) units and tourist use in Lake Whatcom and all shoreline areas.

Wendy Harris stated she is opposed to the regulation. It allows the County to collect money and homeowners to rent out their property for a profit. Water quality should be the first concern. Don’t encourage commercial activity on the Lake Whatcom shoreline. This also discourages affordable housing and impacts quality of life.

Susan Hanson stated don’t develop a short-term system when they should consider problems that will happen in the long-term.

Hearing no one else, Buchanan closed the public hearing.

Personius answered questions about the difference in the regulations for VRBOs in the Lake Whatcom watershed and other areas, the potential impacts regarding aquatic invasive species on Lake Whatcom, creating specific regulations in the local codes, attempting to have some control over enforcement and registration of these uses, and whether the County can make changes to the zoning code without this process.
Browne moved to approve the resolution. The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

4. PERIODIC UPDATE OF THE WHATCOM COUNTY CRITICAL AREAS ORDINANCE (CAO) (WHATCOM COUNTY CODE 16.16) PURSUANT TO RCW 36.70A.130 (1) (AB2016-276)

Buchanan stated this is a mandated report. No Council action is necessary.

Mark Personius, Planning and Development Services Department, gave a staff report and answered questions on the Council’s ability to make changes now.

Buchanan opened the public hearing, and the following people spoke:

Vern Yaden, Mount Baker Bibleway Camp, stated protect the safety, health, and economic development in the Kendall/Columbia Valley by having more specific language on lahars regarding evacuation plans and regulations.

Wes Nygaard, Mount Baker Bibleway Camp, stated the proposed lahar regulations will negatively impact his business because they are too restrictive for an event likely to happen only once in thousands of years. The proposed occupancy limit is too low.

Randy Snow stated the proposed language will negatively impact his business because the regulations are too restrictive. He supports requirements for signage, education, and safe evacuation.

Seth Woolson, Mount Baker Bibleway Camp, stated the proposed regulations are too restrictive and exceed best available science. If Mount Baker becomes an active volcano, there will be weeks of warning to take action.

Chuck Patterson, Welcome Grocery Owner, stated the proposed regulations are too restrictive. Develop evacuation routes for all types of emergencies, enhance education and signage, and develop an evacuation center.

Peter Cook, Chair 9 Owner, stated he disagrees with the proposed changes. He supports evacuation, education, and signage, but not restrictive regulations that take away jobs.

Kirby Cook, Chair 9 Owner, stated their restaurant already has a posted evacuation route. Business owners in the area weren’t notified about this process. Their Puget Sound Energy battery facility is more dangerous to the people and the rivers.

Shelly Crabtree, Black Mountain Ranch General Manager, stated proposed restrictions will make it difficult for her business to continue. She approves of signage and education for an evacuation route.
Kevin Fairshon stated focus on other higher-risk areas, not just lahar zones. Regulations would exacerbate residents’ and the community’s ability to recover.

Connie Cook stated there has been no local input, yet the County has worked on this for two years. Other areas are at higher risk from other things.

Derrick Peris, Mount Baker Bibleway Camp, stated implement early warning devices and other measures. Don’t just restrict businesses.

Linda Twitchell, Building Industry Association, stated they are concerned about lowering the threshold size that defines category four wetlands. Also, the current regulations are too prohibitive on development. She supports evacuation and education.

Karlee Deatherage, Resources for Sustainable Communities, referenced their September 16 letter to the Council (on file) and described the five key areas of concern.

Paul Engel, Mount Baker Chamber of Commerce President, stated allow future uses in the area. The new regulations don’t allow the community commercial area to develop. Raise the occupancy limit. Clarify the definitions. Leave the comment period open.

Jeff Moretti stated the occupancy limits will end his job at the Black Mountain Ranch, which will have to close.

Roger Almskaar stated all regulations should be reasonable, concise, and have a legitimate public purpose for avoiding adverse effects to life and facilities. He disagrees with the science from the Department of Ecology regarding wetland intensity scale and buffers. Work with other jurisdictions to create mitigation banks.

Wendy Harris spoke about the standards they must meet to avoid developing in hazard areas. The original purpose of critical areas ordinances was to monitor and protect functions and values, which hasn’t been done.

John McLaughlin stated best available science doesn’t allow exemptions to protection requirements. Don’t allow staff to grant exemptions to prescriptive standards.

Shorty Bjornstead stated he is opposed to the proposed regulations, which will not allow businesses to continue. He supports warning devices and evacuation routes, but don’t put people out of business.

Dannon Traxler stated she supports previous speakers about the lahar zones. She represents several local farming organizations and will send in their final comments and recommendations soon.

Shannon Chilt stated the community hasn’t been informed of or involved in the process. Focus on creating evacuation routes.

Ryan Davis stated he is concerned about the regulations limiting opportunities for small businesses and the community.
Joelle Adams stated she is a business owner in the Glacier area and is concerned about the restrictions in the lahar language. Focus on education, signage, and creating evacuation routes.

Tom Frye stated he is opposed to the proposed regulations that are too restrictive and don’t allow the community to grow.

David Haggith stated agricultural activities are leaving Whatcom County. Create reasonable regulations.

Brandon (inaudible) stated this ordinance will allow the government to implement eminent domain and take over everything. He is opposed to it.

Carole Perry described the critical areas ordinance citizen advisory committee and Planning Commission review processes.

Dave Onkels stated the lahar map is based on potential hazards for emergency management planning efforts. There is no estimate of risk. It wasn’t intended for a land use document. Eliminate the proposed language entirely and replace it with requirements for evacuation routes and signage.

No one else spoke.

Personius described and the councilmembers discussed the critical areas ordinance update process.

**Brenner moved** to remove the lahar language in the draft and insert language that says lahar zones will be treated like tsunami zones, with the same level of evacuation route planning and education.

The motion was seconded.

Mann stated he is frustrated with the public’s false concerns that this process has been secret and the councilmembers haven’t talked to anyone. People spreading false information are unnecessarily scaring others.

Personius described the County obligation according to the Growth Management Act (GMA) and the County lacking a lahar early warning system or a lahar flow model. This is a preliminary discussion.

**Brenner amended her motion and moved** to request staff to bring forward a proposal to remove the lahar language in the draft, and insert language that says lahar zones will be treated like tsunami zones, with the same level of evacuation route planning and education.

The amended motion was seconded.

Councilmembers and staff discussed the timing for making amendments, how much warning the community will get from a lahar, an anticipated U.S. Geologic Survey (USGS)
report on actual lahar zone boundaries, early warning systems, and government versus personal responsibility to protect against certain hazards.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, and Donovan (6)

**Nays:** Weimer (1)

**OPEN SESSION**

Debbie Adelstein, County Auditor, spoke about the November 2016 general election ballots and answered councilmember questions on election integrity.

*(The Council took a ten minute break at 10:00 p.m.)*

The following people spoke:

- Larry Helm spoke about the exempt well emergency moratorium (AB2016-309).
- John McLaughlin spoke about hazard mitigation and risk.
- Kris Halterman spoke about the emergency moratorium on exempt wells (AB2016-309).
- Max Perry spoke about the emergency moratorium on exempt wells (AB2016-309).
- Douglas Gonsalves spoke about the emergency moratorium on exempt wells (AB2016-309).
- John Wynstra spoke about the emergency moratorium on exempt wells (AB2016-309).
- Karlee Deatherage, Resources for Sustainable Communities, spoke about the emergency moratorium on building permits (AB2016-309).
- Dannon Traxler spoke about the emergency moratorium on exempt wells (AB2016-309).
- Linda Twitchell, Building Industry Association, spoke about the emergency moratorium on building permits (AB2016-309).
- Daniel Probst, Cascade Mountain Runners, spoke about the Lake Whatcom Lookout Mountain trail plan (AB2016-091B).
- Wendy Harris spoke about enforcing meeting decorum and the Lake Whatcom Park trail plan (AB2016-091B).
- Chet Dow spoke about the emergency moratorium on exempt wells (AB2016-309).
- Jeannie White spoke about the emergency moratorium on exempt wells (AB2016-309).
- Elizabeth *(inaudible)* spoke about the emergency moratorium on exempt wells (AB2016-309).
- Roger Hawley spoke about the emergency moratorium on exempt wells (AB2016-309).
- Jerry Peterson spoke about the emergency moratorium on exempt wells (AB2016-309).
- Brian Thadden spoke about the moratorium on exempt wells (AB2016-309).
COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ORDINANCE IMPOSING AN EMERGENCY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS AND PERMITS FOR SUBDIVISIONS, BUILDING PERMITS, AND DISCRETIONARY PERMITS THAT RELY ON PERMIT-EXEMPT WELLS FOR WATER SUPPLY IN CLOSED BASINS (AB2016-309)

Mark Personius, Planning and Development Services Department, gave a staff report, read comments (on file), and answered questions about whether the Growth Management Hearings Board can step in if the County doesn’t act, the possibility of bringing forward an interim ordinance before the end of the year, whether they can exempt vested permits with identified water sources from the emergency ordinance, and the reason for an emergency ordinance instead of an interim ordinance.

Councilmembers discussed the possibility of asking the Supreme Court to reconsider its decision, quantifying instream flow levels, and how the three options allowing water in the ordinance are misleading.

Weimer moved to adopt the ordinance.

The motion was seconded.

Councilmembers continued to discuss giving staff time to come up with a solution before a solution is forced on the County, attempting to make the best decision that protects the most people, water distribution problems among entities who have excess water, whether there is a forum to get all stakeholders to talk about water banking, the surprise Supreme Court decision, and the risk of receiving an order of invalidity justifying the nature of the emergency.

Jack Louws, County Executive, stated a staff team is meeting regularly now through the end of the year to work out potential solutions.

Browne moved to add a fourth exemption in the Be It Further Ordained section, “Evidence from a licensed hydrological engineer that the well will not impact instream flows.”

The motion was seconded.

Louws stated adopt the ordinance as it is proposed, so they don’t accidently adopt legislation that does more damage.

Councilmembers discussed the motion to amend.

Browne withdrew his motion.

Councilmembers discussed the possibility of doing a study as an alternative, the difference between projects that are already in process and future projects that haven’t been submitted, and why this is an emergency.
Karen Frakes, Prosecutor’s Office, stated they are beyond the ability to do a study, due to the Supreme Court decision. The County must change its Comprehensive Plan provisions and its regulations to come into compliance.

Personius stated correct a typo and include “New Applications” in the ordinance title.

**Weimer accepted** the title correction as a friendly amendment to the motion.

The motion carried by the following vote:

**Ayes:** Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (6)

**Nays:** Brenner (1)

Councilmembers discussed ideas and suggestions for staff to consider for the interim ordinance.

**CONSENT AGENDA**

*Browne* reported for the Finance and Administrative Services Committee and **moved** to approve Consent Agenda items one and three through six.

The motion carried by the following vote:

**Ayes:** Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

**Nays:** None (0)

1. **REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A GRANT AGREEMENT BETWEEN WHATCOM COUNTY AND WASHINGTON STATE DEPARTMENT OF ECOLOGY TO FUND ADMINISTRATIVE AND ACTION PROJECTS FOR THE WHATCOM COUNTY MARINE RESOURCES COMMITTEE, IN THE AMOUNT OF $73,000 (AB2016-311)**

2. **REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND PACIFIC SURVEYING & ENGINEERING SERVICES, INC. TO PROVIDE ON-CALL PROFESSIONAL LAND SURVEYING SERVICES FOR 2016-2017, IN AN AMOUNT NOT TO EXCEED $100,000 (AB2016-312)**

*Browne* reported for the Finance and Administrative Services Committee and **moved** to approve the request.

Mann stated he must abstain.

The motion carried by the following vote:

**Ayes:** Brenner, Sidhu, Browne, Buchanan, Weimer and Donovan (6)

**Nays:** None (0)

**Abstains:** Mann (1)

3. **REQUEST APPROVAL FOR THE PUBLIC WORKS DEPARTMENT’S REQUEST FOR ECONOMIC DEVELOPMENT INVESTMENT (EDI) GRANT FUNDING FOR THE**
BIRCH BAY DRIVE AND PEDESTRIAN FACILITY PROJECT, IN THE AMOUNT OF $500,000 (AB2016-313)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THE WASHINGTON STATE MILITARY DEPARTMENT TO SUSTAIN AND ENHANCE THE WHATCOM COUNTY SHERIFF’S OFFICE DIVISION OF EMERGENCY MANAGEMENT PROGRAM WITH FUNDING FROM THE US DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, IN THE AMOUNT OF $72,364 (AB2016-314)

5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND THRIVE WASHINGTON TO IMPLEMENT THE NURSE-FAMILY PARTNERSHIP PROGRAM, IN THE AMOUNT OF $175,881.37 (AB2016-315)

6. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A PROGRAM AGREEMENT AND LEASE BETWEEN WHATCOM COUNTY AND POINT ROBERTS PARK & RECREATION DISTRICT TO OPERATE A SENIOR ACTIVITY CENTER PROGRAM AT THE POINT ROBERTS COMMUNITY CENTER IN THE AMOUNT OF $2,000 (AB2016-316)

OTHER ITEMS

1. RESOLUTION APPROVING THE LOOKOUT MOUNTAIN FOREST PRESERVE AND LAKE WHATCOM PARK RECREATIONAL TRAIL PLAN (AB2016-091B)

Weimer reported for the Natural Resources Committee and moved to approve the resolution.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

2. ORDINANCE AMENDING THE 2016 WHATCOM COUNTY BUDGET, SIXTEENTH REQUEST, IN THE AMOUNT OF $14,370 (AB2016-305)

Browne reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
Nays: None (0)

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES
1. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF
   GARRET SHELSTA TO THE BELLINGHAM-WHATCOM COUNTY COMMISSION
   AGAINST DOMESTIC VIOLENCE (AB2016-317)

   Mann moved to confirm the appointment.

   The motion was seconded.

   The motion carried by the following vote:
   Ayes:  Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
   Nays:  None (0)

INTRODUCTION ITEMS

1. ORDINANCE AMENDING WHATCOM COUNTY CODE ROAD NAMING SYSTEM
   12.60 (AB2016-318)

   This item was withdrawn from the agenda.

2. RECEIPT OF APPLICATION(S) FOR THE HORTICULTURE PEST AND DISEASE
   BOARD, APPLICANT: ALLEN BROWN (AB2016-319) (APPLICATION
   DEADLINE FOR ANY OTHER APPLICANTS TO THIS VACANCY IS 10 A.M. ON
   NOVEMBER 1, 2016)

   Mann moved to accept Introduction Item two.

   The motion was seconded.

   The motion carried by the following vote:
   Ayes:  Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)
   Nays:  None (0)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 11:50 p.m.

The County Council approved these minutes on _____ 2016.

ATTEST:  WHATCOM COUNTY COUNCIL
          WHATCOM COUNTY, WASHINGTON
WHATCOM COUNTY COUNCIL  
Special Committee of the Whole  

October 27, 2016  

CALL TO ORDER  
Council Chair Barry Buchanan called the meeting to order at 9:35 a.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.  

ROLL CALL  
Present: Barbara Brenner, Ken Mann, Satpal Sidhu, Rud Browne and Barry Buchanan  
Absent: Todd Donovan and Carl Weimer  

COMMITTEE DISCUSSION  
1. 2017-2018 WHATCOM COUNTY BUDGET COUNCIL REVIEW AND RECOMMENDATIONS (AB2016-198B)  
District Court / Probation  
Bruce Van Glubt, District Court Administrator, described District Court projects they’ve done the past few years, including updating policies, procedures, and training materials. To help defendants be successful, they now make court reminder phone calls and assist in resolving payment problems. Expenditures are in line. Infraction revenue is slightly down, and it may continue to decline. Estimating anticipated infraction revenue is difficult for many reasons. The probation office is implementing a new text message reminder program.  

He and councilmembers discussed how to account for program costs in one department that result in a savings in another department, the possibility of night or weekend court to avoid keeping people in jail over the weekend, the possibility of automated court reminder phone calls, electronic home monitoring (EHM), and the possibility of operating a pretrial supervision program from District Court.  

Public Defender’s Office  
Jon Komorowski, Public Defender, stated the office is busy. Restore programs and services that were cut in the past due to the economy, including a behavioral health specialist and increased training travel. Increase mileage amounts to allow attorneys to attend competency evaluations at Western State Hospital and Yakima and travel to crime scenes. He answered councilmember questions on the handling of dependency cases.  

Prosecuting Attorney’s Office / Law Library  

Dave McEachran, Prosecutor’s Office, described the request to reduce staff by one full-time equivalent (FTE) employee position, increase the budget in the amount of $3,744 for administration of the High Intensity Drug Traffic Agency (HIDTA) grant, and to increase an eight-tenths of an attorney FTE to a full FTE. Over the next biennium, he is losing six people with more than 30 years’ experience each. He described some of the cases they’ve handled recently. The number of case filings are up seven percent. The number of juvenile cases is still going down. Case filings are occurring more quickly. He described briefly the fast track, drug court, and drop down programs. He hasn’t asked for a budget increase. They will be hiring a new law librarian soon.

He and councilmembers discussed the reasons for the extreme reductions in juvenile court cases, the increase in felony cases, and succession planning.

Superior Court and Juvenile Court / Probation

Dave Reynolds, Superior Court Administrator, stated they’ve submitted a combined Superior Court, Juvenile Court, and Clerk’s budget. They have asked for a modest change to meet the needs of a changing population. There is a decrease in the number of youth coming through the juvenile system. They are asking for a second court-appointed special advocate (CASA) coordinator, but it will not take any additional resources. He described programs, including supervised visitation. He seeks an additional $4,000 for drug court and family court and $7,000 for a family treatment court.

He and councilmembers discussed the transition from using guardians ad litem (GALs) to a full CASA program and expanding the use of volunteers throughout County operations when possible.

Jail and Sheriff’s Office

Bill Elfo, Sheriff, submitted and read through a presentation (on file).

He and councilmembers discussed why the County isn’t sending its felons to other jails outside the county when the county jail becomes overcrowded, the need to upgrade the jail security system, the Spillman system, challenges due to proximity to the Canadian border, the need for a new jail, and whether jail operating costs can be reduced by three percent in a new jail.

Jack Louws, County Executive, thanked the department heads for their presentations today and all the work they do for the County.

County Council Office

Dana Brown-Davis, Clerk of the Council, referenced a memo submitted to the Council (on file) and described the additional services request (ASR) for the new agenda system and Council Chambers remodel and the decreased revenue projections. She and councilmembers discussed a review of Council staff classifications.
Tyler Schroeder, Executive’s Office, reported on the bid proposal for the Council Chambers upgrade and remodel.

Councilmembers and staff discussed whether the Chambers upgrade proposal can be scaled back to include just a new audio system and presentation screens and the benefits of a new agenda management system.

Perry Rice, Administrative Services Department, answered councilmember questions on the benefits of an automated agenda management system.

(Clerk’s Note: The Committee took a lunch break from 12:10 to 1:15 p.m.)

Cooperative Extension

Drew Betz, WSU Cooperative Extension, submitted a handout (on file) on and described five programs. In addition, there is a small request for an increase in the master gardener and composting program. She and councilmembers discussed including students in the master gardener program.

Health

Regina Delahunt, Health Department Director, described accomplishments from the 2015-2016 budget cycle, including the new health information and assessment division to focus on data and performance management, achieving national accreditation, mental health court, expansion of the nurse family partnership program, expansion of the mental health and chemical dependency prevention services in schools, the solid waste program, expansion of the operation and maintenance program and onsite sewage program to Portage Bay, improved shellfish protection districts, participation in the Cascadia Rising event, and the opioid epidemic task force.

In 2017-2018, they have two ASRs that include a mental health court specialist and developmental disabilities program specialist, neither of which are funded from the general fund, and a new focus on workforce development of Health Department staff. Next year they will work with the State on foundational public health services and they will work with other counties on shared services. They will begin working on the new community health assessment, from which they will develop an updated community health improvement plan.

She and councilmembers discussed a tire recycling program, Medicare services for seniors, better-connecting the Parks Department and Health Department to provide better senior services, head trauma as a factor in mental illness, school sports-related injuries, and expanding the nurse-family partnership.

Public Works Department

Jon Hutchings, Public Works Department Director, stated the budget has increased since 2015 due to capital program increases resulting from the Birch Bay shoreline protection and pedestrian project, the Deming levee improvement project, and a new bridge on Slater Road at Jordan Creek. There are no increases in operating budget, other than programs related to the water resources action plan, which are the national pollution...
discharge elimination system (NPDES), total maximum daily load (TMDL) permit program, and pollution identification and control (PIC) program. He described the increases to those programs.

He submitted a handout (on file) on and described the six major funds in the department. They will continue to focus on capital improvements and the water action plan in the next biennium budget. The flood fund burden is not sustainable. They will continue to discuss a remedy.

Jack Louws, County Executive, stated the Public Works budget is very well done. He thanked Dr. Hutchings and his staff for their work.

Hutchings and councilmembers discussed building up a fund balance to save for capital construction projects over a number of years, whether the State could develop a high speed corridor between Seattle and Vancouver, B.C., and developing shovel-ready projects in case federal funding becomes available.

Parks and Recreation Department

Mike McFarlane, Parks and Recreation Department Director, described the scope of County parks and services for which the department is responsible and recent achievements that include facility repairs on new roofs, restoration of the Nesson House and machine shed, construction on facilities for South Fork Park, a launch dock at Lighthouse Marine Park, restoring trails and installing emergency checkpoints, playgrounds, and many other projects and plans. He is focusing on maintaining what they have, adding value, and improving visitor experiences in 2017 and 2018. There is an overall six percent increase. He described an ASR for a park attendant and upcoming changes and rate increases.

He and councilmembers discussed senior center programs, setting fees and other rates based on use, using interns, working with the Blaine/Birch Bay Parks and Recreation District, putting the Parks Department vehicle fleet under the Public Works Department, the possibility of increasing senior programs, whether the meals-on-wheels program is adequate, declaring unnecessary parks properties surplus, the ASR for the East Whatcom Regional Resource Center, the ASR for the Lake Whatcom park trail development going into a project-based budget for 2017 and 2018, reports on park use and availability, advertising the County parks, and whether County parks land qualifies for funding from the Puget Sound Nearshore Ecosystem Restoration Program (PSNERP).

Planning and Development Services Department

Sam Ryan, Planning and Development Services Director, stated revenue has increased slightly. Expenses have stayed flat. The only change coming up is the three percent technology fee beginning in June. They are working hard to improve the permit and code enforcement systems. She described the ASRs, which are limited.

She and councilmembers discussed the amount budgeted for contracts, public/private partnerships, the status of a transfer of development rights (TDR) program, and code enforcement efforts.
Auditor’s Office

Debbie Adelstein, Auditor, described the ASRs. They will keep going with normal operations.

She and councilmembers discussed potential changes to the County Charter regarding the Auditor’s Office, the types of recorded documents they are digitizing, securing ballot drop boxes, and trends in collected recording fees.

Assessor’s Office

Keith Willnauer, Assessor, described efforts to do document recording, establishing performance metrics, the increasing demand for productivity, the new mobile data collection devices, and the ASRs. He and councilmembers discussed the timing of launching the new Assessor’s geographic information system (GIS) website, the BP Cherry Point property tax appeal settlement, whether the County assesses railroads, and the process for open space applications.

Treasurer’s Office

There were no questions for Treasurer Steve Oliver.

Councilmembers and Executive Louws discussed the next budget meeting on November 1, 2016 and budgeting money for economic development.

OTHER BUSINESS

There was no other business.

ADJOURN

The meeting adjourned at 4:10 p.m.

The Council approved these minutes on ____, 2016.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Barry Buchanan, Council Chair

______________________________
Jill Nixon, Minutes Transcription
Whatcom County Council
Board of Health
November 1, 2016

CALL TO ORDER
Council Chair Barry Buchanan called the meeting to order at 10:00 a.m. in the
County Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL
Present: Barbara Brenner, Satpal Sidhu, Rud Browne, Barry Buchanan, Ken
Mann, Todd Donovan and Carl Weimer
Absent: None

1. PUBLIC SESSION
No one spoke.

2. DIRECTOR/HEALTH OFFICER REPORT
Dr. Greg Stern, Health Officer, updated the Board about children from Whatcom
County who have contracted acute flaccid myelitis. He answered questions about whether
the syndrome affects adults, associated viruses and possible causes, and the frequency of
occurrence.

Regina Delahunt, Health Department Director, spoke about the recent budget
presentation and the adopted vaping ordinance.

3. PUBLIC HEALTH ADVISORY BOARD UPDATE
Ben Schultz, Public Health Advisory Board (PHAB) Chair, updated the Board of Health
about the PHAB work on children and family public health strategies and focusing on policy
solutions.

Regina Delahunt, Health Department Director, spoke about the PHAB’s efforts to
focus on policy while also dealing with programs.

4. TOBACCO 21 RESOLUTION
Resolution 2016-041
Regina Delahunt, Health Department Director, gave a staff report on efforts to raise
the legal smoking age from 18 to 21. All the local boards are approving similar resolutions,
which will go to the State legislators.
Mann moved to approve the resolution.

The motion was seconded.

Browne stated he would like the resolution to include a data point on the County statistics on tobacco use and its local consequences and costs.

Councilmembers discussed how to combat advertising at the point of sale.

The motion carried by the following vote:

Ayes: Brenner, Mann, Sidhu, Browne, Buchanan, Weimer and Donovan (7)

Nays: None (0)

5. HEALTHY PLANNING RESOLUTION UPDATE AND NEXT STEPS

Astrid Newell, Health Department, read from a presentation in the Board packet (on file).

Councilmembers discussed including a healthy economy; renumbering the visions for healthier communities; expanding the language in the resolution to all kinds of discrimination, not just racial or ethnic discrimination; amending the 2015 resolution at the next Board of Health meeting; getting information from the PHAB to the Board about the local food system language for the Comprehensive Plan, and; access to healthy food.

6. STRATEGIES FOR CHILD AND FAMILY HEALTH POLICY

Astrid Newell, Health Department, submitted a handout (on file) and introduced PHAB member Dr. Chi-Na Stoane.

Dr. Chi-Na Stoane, Public Health Advisory Board (PHAB) Member, described the process for making change and taking action; how a person develops the ability to deal with change and stress from childhood, and; factors that prevent healthy family environments.

Councilmembers discussed parenting education, supporting women in the workforce, educating the public and officials about reactive attachment disorder (RAD), and encouraging extended family and elderly family members to be more involved in raising children.

Rachel Lucy Cecka, Public Health Advisory Board (PHAB) Member, continued the presentation and asked the Health Board to adopt an action plan for 2017.

Ben Schultz, Public Health Advisory Board (PHAB) Chair, referenced Board packet page 17 and stated he encourages the Health Board to give direction to the PHAB.

Regina Delahunt, Health Department Director, answered questions.

The councilmembers discussed the items listed on page 17; whether the Board of Health can influence County employee policies; getting buy-in from the community, law enforcement, and others; expanding the nurse family partnership; creating model employee
policies for the County and also for employers throughout Whatcom County, and; getting
information on the County’s current employment policies.

Newell stated the action items for today include adopting the theme for 2017 and
moving forward with the recommendations on Board packet page 17. She asked about the
Board supporting a children and family theme for 2017.

**The Board concurred.**

Delahunt stated they will provide more specific information at the next meeting.

**ADJOURN**

The meeting adjourned at 11:30 a.m.

The Council approved these minutes on ________________, 2016.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Barry Buchanan, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL  
Special Committee of the Whole  

November 1, 2016

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 12:30 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Barbara Brenner, Ken Mann, Satpal Sidhu, Rud Browne, Barry Buchanan, Todd Donovan, and Carl Weimer  
Absent: None

COMMITTEE DISCUSSION

1. 2017-2018 WHATCOM COUNTY BUDGET COUNCIL REVIEW AND RECOMMENDATIONS (AB2016-198B)

Budget Work Session

Mike Russell, Administrative Services Department, answered questions about the request for qualification (RFQ) and the additional service request (ASR) for a Council Chambers remodel; the differences in cost between public projects and private projects; the source of the $702,000 budget estimate; paying prevailing wage; expanding the scope of the original request, and; developing a more competitive bid process.

Garrett Maupin, Administrative Service Department, described the difficulty getting contractors to work on small County projects due to all the County processes and requirements and the attempts to simplify the process.

Jack Louws, County Executive, stated he denied the ASR when it came forward and was surprised by some of the costs.

Councilmembers discussed from where the $702,000 estimate came, having an idea of what costs should be before getting engineering estimates, bid technology, and creating a better bid process.

Advisory Boards, Commissions, and Committees

Forrest Longman, Council Legislative Analyst, submitted handouts (on file) and a staff memo. He referenced the memo and gave a staff report on the status of County boards and commissions. He answered questions and councilmembers discussed the possibility of creating sunset dates for certain special purpose committees, lacking a citizen committee that focuses on the business community, whether the County has any authority
over cable franchises, and whether boards and commissions have impacts on the 2017-2018 budget.

Browne suggested the following action items: Mr. Longman to recommend combining or eliminating boards if possible, Mr. Longman to suggest other boards that other jurisdictions have, create a business community committee, restart the Countywide Housing Affordability Task Force (CHAT) for affordable housing, and refocus economic development away from just public infrastructure and change it to something more robust.

Jack Louws, County Executive, invited councilmembers to attend an Economic Development Investment (EDI) Board meeting.

Brenner asked for information about participation on boards and commissions.

Linda Twitchell, Building Industry Association, spoke about her organization’s input on housing issues and suggested connecting with a Bellingham/Whatcom Chamber of Commerce government affairs committee.

Councilmembers discussed the County government providing a platform for community business organizations; looking at other community models for economic development; the ability to combine certain boards and commissions with similar functions, and; changing the name of the Flood Control Zone District Advisory Committee to better reflect how flood funds can be spent.

Browne stated combine the shellfish protection district advisory committees, two behavioral health groups, the subzones, and the weed board and horticulture pest and disease board.

**Budget Work Session**

Twitchell asked for more information on annual maintenance costs and fees related to a new permit system.

Councilmembers discussed the Council process for working on the 2017-2018 budget; Planning Department fees; and the Council policy to make all programs self-sustaining, which prevents the implementation of certain programs that would save County money, such as electronic home monitoring; how to set aside money for 2018 to implement recommendations of the Incarceration Prevention & Reduction Task Force; the County’s markup in the fee for allowing inmates to make phone calls, and; Council review of the unified fee schedule and individual funds.

**OTHER BUSINESS**

There was no other business.

**ADJOURN**
The meeting adjourned at 2:33 p.m.

The Council approved these minutes on ____, 2016.

ATTEST:  
WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Barry Buchanan, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

DATE RECEIVED IN COUNCIL OFFICE

AGENDA DATE

ASSIGNED TO:

Originator: 10/25/2016

Division Head:

Dept. Head: 10/25/2016

Prosecutor:

Purchasing/Budget:

Executive:

TITLE OF DOCUMENT:

Moratorium on applications & permits for permit-exempt wells for water supply

ATTACHMENTS:

Ordinance

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

Should Clerk schedule a hearing?  ( X ) 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.)

Emergency ordinance imposing a moratorium on the acceptance and processing of applications and permits for subdivisions, building permits, and discretionary permits that rely on permit-exempt wells for water supply in closed basins.

COMMITTEE ACTION:

COUNCIL ACTION:

10/25/2016: Adopted 6-1, Brenner opposed, Ord. 2016-048. Public hearing to be held at a later date

Related County Contract #: Related File Numbers: Ordinance or Resolution Number: Ord.2016-048

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.
PROPOSED BY: __________
INTRODUCTION DATE: __________

ORDINANCE NO. 2016-048
(EMERGENCY ORDINANCE)

IMPOSING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS AND PERMITS FOR SUBDIVISIONS, BUILDING PERMITS, AND DISCRETIONARY PERMITS THAT RELY ON PERMIT-EXEMPT WELLS FOR WATER SUPPLY IN CLOSED BASINS

WHEREAS, an October 6, 2016 Washington State Supreme Court decision (Whatcom County, Hirst vs. Western Washington Growth Management Hearings Board, No. 91475) has found that Whatcom County’s Comprehensive Plan does not comply with the Growth Management Act (GMA) requirements for protecting water resources; and

WHEREAS, RCW 36.70A.070(1), requires that the land use element of a county comprehensive plan “shall provide for protection of the quality and quantity of groundwater used for public water supplies.”; and

WHEREAS, RCW 36.70A.070(5)(c)(iv) requires that the rural element of a county comprehensive plan “shall include measures that apply to rural development and protect the rural character of the area, as established by the county, by: … protecting critical areas…and surface water and groundwater resources.”; and

WHEREAS, RCW 19.27.097(1) states: “Each applicant for a building permit of a building necessitating potable water shall provide evidence of an adequate water supply for the intended use of the building. Evidence may be in the form of a water right permit from the department of ecology, a letter from an approved water purveyor stating the ability to provide water, or another form sufficient to verify the existence of an adequate water supply. In addition to other authorities, the county or city may impose conditions on building permits requiring connection to an existing public water system where the existing system is willing and able to provide safe and reliable potable water to the applicant with reasonable economy and efficiency. An application for a water right shall not be sufficient proof of an adequate water supply.”; and
WHEREAS, RCW 19.27.095(1) states: “A valid and fully complete building permit application for a structure, that is permitted under the zoning or other land use control ordinances in effect on the date of the application shall be considered under the building permit ordinance in effect at the time of application, and the zoning or other land use control ordinances in effect on the date of application.”; and

WHEREAS, RCW 58.17.110(2) requires that “A proposed subdivision and dedication shall not be approved unless the...county legislative body makes written findings that...appropriate provisions are made for...potable water supplies...”; and

WHEREAS, RCW 58.17.170(2) states that lots in a long subdivision “shall be a valid land use notwithstanding any change in zoning laws for a period of seven years from the date of filing if the date of filing is on or before December 31, 2014, and for a period of five years from the date of filing if the date of filing is on or after January 1, 2015,” and, “Any lots in a final plat filed for record shall be a valid land use notwithstanding any change in zoning laws for a period of ten years from the date of filing if the project is not subject to requirements adopted under chapter 90.58 RCW and the date of filing is on or before December 31, 2007.”; and

WHEREAS, Whatcom County adopted Ordinance No. 2012-032, amending its Comprehensive Plan to adopt by reference existing development regulations regulating ground water withdrawals; and

WHEREAS, the Growth Management Hearings Board (Board) found the amended Comprehensive Plan lacked the required measures to protect water resources (GMHB Case No. 12-2-0013); and

WHEREAS, on October 6, 2016, the State Supreme Court (Court), in reversing a Court of Appeals decision, upheld the Board’s decision that the County’s Comprehensive Plan does not satisfy the GMA requirements to protect water availability, and stated, “We hold that the Board properly concluded that the GMA requires counties to make determinations of water availability.”; and

WHEREAS, the Court stated, “…the GMA places the burden on counties to protect groundwater resources, and requires counties to assure that water is both factually and legally available before issuing building permits.”; and
WHEREAS, the Court stated, "...The county’s policies incorporate WCC provisions that do not allow water to be withdrawn from ‘an area where [the Department of Ecology] has determined by rule that water for development does not exist.’...these ordinances further provide that an application for a permit-exempt appropriation will be approved without any analysis of that withdrawal’s impact on instream flows. The Board found that these provisions result in water withdrawals from closed basins and senior instream flows—flows that the record indicated drop below the minimum levels 100 days out of the year. The Board properly held that this conflicts with the requirement placed on counties to protect water availability under the GMA..."; and

WHEREAS, Chapter 173-501 WAC Instream Resources Protection Program – Nooksack Water Resource Inventory Area (WRIA) 1 identifies water bodies in Whatcom County that are closed or partially closed to further appropriation, by listing their status as "closure," "partial year closure," "low flow," or "minimum flow,"; and

WHEREAS, WCC 20.97.321 defines project permits as "any land use or environmental permit or license required from Whatcom County for a project action including but not limited to building permits, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial project permits, variance, lot consolidation relief, site plan reviews, permits or approvals authorized by a Comprehensive Plan or subarea plan"; and

WHEREAS, an emergency exists in the need to comply with the Supreme Court ruling and to prevent the vesting of permits that could allow the withdrawal of groundwater contrary to the Supreme Court decision; and

WHEREAS, an emergency moratorium would allow Whatcom County time to review its Comprehensive Plan and development regulations in light of the Supreme Court ruling, and to draft and enact the necessary amendments as soon as feasible; and

WHEREAS, the Whatcom County Charter limits an emergency ordinance not to exceed 60 days from the effective date of adoption; and

WHEREAS, the County Council is required to hold a public hearing within 60 days of passage of this ordinance:

NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Council adopts the above "WHEREAS" recitals as findings of fact in support
of it action as required by RCW 36.70A.390.

BE IT FURTHER ORDAINED by the Whatcom County Council that an emergency moratorium is hereby imposed prohibiting the filing, acceptance, and processing of new applications for project permits (as defined in WCC 20.97.321) for uses that rely on permit-exempt groundwater withdrawals for water supply on property located within a closed or partially closed basin (as identified in Chapter 173-501 WAC, shown in Exhibit A), except project permit applications in closed or partially closed basins that provide documentation at the time of application submittal that there is an adequate and legal water supply to serve the proposed use in the form of:

(1) A water right from the Department of Ecology, or
(2) A letter stating the ability to provide water from a municipal or public water purveyor not dependent on a permit-exempt well, with adequate water rights issued by the Department of Ecology, or
(3) A rainwater catchment system approved by the Whatcom County Health Department.

ADOPTED this 25th day of October, 2016.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:
Dana Brown Davis, Council Clerk

Barry Buchanan, Chairperson

APPROVED as to form:

Civil Deputy Prosecutor

Jack Louis, Executive

Approved  ( ) Denied

Date: 10-26-16
7:41 AM

Page 4 of 4
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Approval of special standing council meeting dates for 2017

**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.)

Approval of 2017 Health Board and Surface Water Work Session dates.

**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).*
WHATCOM COUNTY COUNCIL

SPECIAL STANDING MEETING
DATES FOR 2017
(OFFICIAL ACTION MAY BE TAKEN AT THESE MEETINGS)

HEALTH BOARD
10:30 A.M., WHATCOM COUNTY COUNCIL CHAMBERS, 311 GRAND AVENUE

JANUARY 31, 2017
APRIL 25, 2017
AUGUST 1, 2017
OCTOBER 3, 2017

SURFACE WATER WORK SESSIONS
10:30 A.M., CIVIC CENTER BUILDING GARDEN ROOM, 322 N. COMMERCIAL ST.

JANUARY 17, 2017
FEBRUARY 14, 2017
MARCH 14, 2017
APRIL 11, 2017
MAY 23, 2017
JUNE 20, 2017
JULY 18, 2017
SEPTEMBER 19, 2017
OCTOBER 17, 2017
NOVEMBER 14, 2017
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Appointment to Wildlife Advisory Committee, Applicant Stephen Nyman

**ATTACHMENTS:**
Application and Additional Information

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<th>( ) Yes ( ) NO</th>
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<td>( ) Yes ( ) NO</td>
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| Should Clerk schedule a hearing? | ( ) 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.)

One vacancy for someone with technical expertise. Seven of the 11 members will have technical expertise in wildlife and habitat management or current or past professional experience such as, but not limited to, at least one of the following: wetlands manager, wildlife biologist, population biologist, natural resources manager, watershed scientist, conservation specialist, forestry protection, and tribal representative. The committee will advise the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan, with the goal of integrating wildlife management and protection into the community planning process. Term ends when Ordinance sunsets and committee dissolves on July 31, 2017

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

11/22/2016: Received 7-0

**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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Stephen Nyman

Date: 7 November 2016

Street Address: 1058 West Smith Road

City: Bellingham

Mailing Address (if different from street address): __________________________

Zi p Code: 98226

Day Telephone: 360-393-6984 Evening Telephone: 360-393-6984

Cell Phone: 360-393-6984

E-mail address: stephen.nyman@hdrinc.com

1. Name of board or committee—please see reverse: Wildlife 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? One Two Three Four Five

5. Are you a US citizen? Yes No

6. Are you registered to vote in Whatcom County? Yes No

7. Have you ever been a member of this Board/Commission? Yes No

If yes, dates: __________________________

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? Yes No

If yes, please explain: ________________________________________________________

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.

Wildlife biologist - see attached resume

10. Please describe why you’re interested in serving on this board or commission:

Consideration of wildlife and wildlife habitat issues during growth planning is important to me as a biologist and a 26-year resident of Whatcom County. At this point in my career I am anxious to volunteer my time and expertise to efforts to insure that our natural heritage is not lost to future generations.

I believe I could contribute meaningfully to the committee's work.

References (please include daytime telephone number):

Kelly McAllister, Wildlife Biologist, WSDOT (360.705.7426, mcallister@wsdot.wa.gov)

Steve Fox, Whatcom County Bridge and Hydraulics (360.815.3809, sfox@co WHATCOM WA US) Vikki Jackson, Northwest Ecological Services (360.319.6988)

Signature of applicant: __________________________

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.

10/2016
Stephen Nyman, PhD
Biologist, Terrestrial Ecologist

Professional Experience
Dr. Stephen Nyman has more than 25 years of professional experience as a Principal Investigator and Project Manager for a wide variety of natural resource studies. He participates in all study phases, including scoping and study design, field surveys, analysis of data, document preparation, agency consultation, and project management. Dr. Nyman has an academic training in the study of amphibians, lizards and snakes (reptiles), and turtles (chelonians), and more than 35 years of field experience in this area. He has frequently been called upon to design and implement specialized studies of these herpetological resources, such as detailed site inventories using standardized search protocols and assessments of habitat suitability, and provided related licensing services under Federal Energy Regulatory Commission (FERC) licensing services on more than 20 existing or new proposed hydroelectric and electric transmission projects; and participated in informal US Fish and Wildlife Service (USFWS) consultation for species listed under the federal Endangered Species Act.

Dr. Nyman’s technical responsibilities include conducting wildlife inventory surveys; dedicated surveys for rare, threatened, and endangered animals, plants, and natural communities; collecting and analyzing descriptive habitat data; herpetological studies; photo-interpretive habitat mapping; habitat assessments; wetland and riparian studies; and agency consultation. In addition to FERC hydroelectric project licensing and compliance, he has experience with site evaluations for pipeline projects, proposed developments, and protected areas; resource management plans; mitigation and monitoring programs. Most of this work involves coordination with other specialists, and management of field personnel.

Beginning in 2013, he has participated as Lead Scientist in the Whatcom County Amphibian Monitoring Program providing amphibian egg mass survey training to volunteers, leading surveys for Oregon Spotted Frog, and developing a research program for this federal Threatened species under a U.S. Fish and Wildlife Service (USFWS) species recovery permit and Washington Department of Fish and Wildlife Scientific Collection Permit, which authorize specific activities and practices. Project accomplishments to date include new ecological insights and discoveries, and implementation of a trial plan to restore and enhance key Oregon Spotted Frog habitats at the Whatcom Land Trust’s Samish River Preserve.

Dr. Nyman has also conducted independent research of pond-breeding salamanders in New Jersey, New York, Massachusetts, and Rhode Island, and stream-associated salamander species in Washington; was asked to review Washington Sensitive species status and management recommendations for the Larch Mountain Salamander, a rare, talus-associated species; and has completed workshop training for surveying California Red-legged Frog, California Tiger Salamander, and Western Pond Turtle. Stephen has been a Research Associate with Hudsonia, Ltd, a non-profit environmental resource institution located in the Catskills of New York State, since 1987.

Selected Project Experience
Deming Levee Improvement Project, Oregon Spotted Frog Survey; Whatcom County Department of Public Works – Principal Investigator to evaluate the potential for Oregon Spotted Frog to be present at the site of a proposed levee redesign project. The study scope included multiple surveys, evaluating habitat suitability, and documenting all amphibians observed. The survey results provided no evidence of a population of this species and indicated that habitat suitability was limited throughout the site. The study results were used by the U.S. Army Corps of Engineers for a ‘no effect’ determination. (2016)
Hancock Creek and Calligan Creek Hydroelectric Projects, Licensing, King County, Washington; Public Utility District No. 1 of Snohomish County – Principal Investigator for amphibian and reptile survey study in support of FERC licensing. The study addressed the distribution and life history timing of amphibians and reptiles associated with two proposed run-of-river hydroelectric projects and identification of possible Project effects. Target species included WDFW Priority species—Larch Mountain Salamander and Oregon Spotted Frog, which were not found, and Western Toad, which was found. Separate study reports were drafted for each proposed Project. (2013-2014)

Sunset Fish Passage and Energy Project, Licensing, Snohomish County; Public Utility District No. 1 of Snohomish County – Principal Investigator for the Amphibian study and Project Manager for environmental services in support of FERC licensing, including studies of water quality, benthic macroinvertebrates, aquatic mollusks, and raptors. Target species included Oregon Spotted Frog, Cascades Frog, and Western Toad, which were not found, and Coastal Tailed Frog and Coastal Giant Salamander, which were found in tributaries. (2013-2015)

Yuba-Bear and Drum-Spaulding Hydroelectric Projects, Relicensing, Sierra Nevada Counties, California; Nevada Irrigation District and Pacific Gas & Electric Company – Technical and Study Lead for herpetological studies in support of FERC relicensing of two inter-connected projects. Prepared and implemented study plans for three special-status amphibians and a species of aquatic turtle. The studies encompass a large geographic scope in three major drainages and wide range of elevations with numerous project reservoirs, canals, and other facilities. Work included agency meetings, consultation with USFWS, and development of license measures. (2008-2013)

Merced Hydroelectric Project, Relicensing, Merced and Mariposa Counties, California; Merced Irrigation District – Study Lead for herpetological studies and special-status branchiopods in support of FERC relicensing. Prepared and implemented study plans for Special-Status Amphibians and Aquatic Turtles, ESA-Listed Species, and the CESA-listed species, Limestone Salamander. Study scope for this species included developing a habitat suitability model to identify potential habitat, two years of surveys, and development of license measures. (2008-2015)

Henry M. Jackson Hydroelectric Project, Relicensing, Snohomish County, Washington; Public Utility District No. 1 of Snohomish County – Project Manager and Principal Investigator and Project Manager for amphibian survey study in support of FERC relicensing. A two-year survey was completed to identify the distribution and life history timing of amphibians associated with the Project and possible Project effects. (2007-2009)

Box Canyon Hydroelectric Project, License Compliance, Pend Oreille River, Washington; Pend Oreille Public Utility District No. 1 – Wildlife team leader for preparation and implementation of Comprehensive Wildlife Management Plan (CWMP) addressing the following areas of FERC Article and Condition 4(e) compliance: 1) Wildlife Areas Management - plans to manage more than 700 acres of PUD-owned wildlife lands through vegetation planting, livestock exclusion, detailed plans for creation of seasonal ponds suitable for native amphibians, and restoration monitoring of existing wetlands; 2) Cottonwood Enhancement – investigating current conditions and causes of low cottonwood recruitment in riparian areas, and provisions for planting cottonwoods; 3) Waterfowl Management – plan for protection and management of waterfowl habitat on PUD-owned lands, installation of artificial nesting structures, and supporting third party efforts to improve nesting habitat; 4) Grazing Management – provisions to exclude grazing on PUD-owned land 5) Bald Eagle Management – nest management plans, nest monitoring, and annual breeding season and winter monitoring; 6) Fish-eating Bird Monitoring - provisions
for annual monitoring and tracking population trends of osprey, great blue heron, and double-crested cormorant; 7) Grizzly Bear Awareness Program – developing a public education program at recreational facilities to decrease risk of future conflict incidents with grizzly bears; 8) Silvicultural Treatments on Forest Service Lands – plan for cottonwood expansion and prescribed upland forest treatments; and 9) Habitat Enhancements on Kalispel Tribal Lands – developed plan for compliance with 4(e) Condition with mutually agreeable revised terms, and Implementation Plan for habitat enhancements focused on cottonwood stands, native amphibian habitats, and camas fields. Dr. Nyman then developed the second phase work plan to govern activities over the next 5 years of the CWMP. (2005-2008, 2012)

Packwood Hydroelectric Project, Relicensing, Lewis County, Washington; Energy Northwest – Resource Lead for FERC relicensing addressing Wildlife Resources sections for the Preliminary Licensing Proposal and final License Application, Environmental Assessment, involvement in agency meetings and consultation, and strategic guidance. Performed intensive amphibian survey associated with instream, pond, and riparian habitats. Assessed possible Project effects associated with seasonal drawdown of Packwood Lake and instream flow in Lake Creek. Also prepared cover type map of the Project area and descriptions of wetlands. (2004-2008)

Stone Creek Hydroelectric Project, FERC License Compliance, Clackamas County, Oregon; Eugene Water and Electric Board – Principal Investigator for wildlife, wetlands, and terrestrial habitats; and License Article compliance. Developed and implemented descriptive habitat studies; conducted surveys for sensitive, threatened, and endangered species including amphibians and plants; and conducted License Article compliance monitoring for wetlands restoration and re-vegetating project construction areas. Also responsible for designing, conducting, and reporting on a 15-year population monitoring plan for a rare, riparian plant, Clackamas Corydalis using permanent plots and population census. Actively involved in consultation and mediation with US Forest Service and Oregon Department of Fish and Wildlife. (1992-2009)

Priest Rapids Hydroelectric Project, Relicensing, Columbia River, Washington; Grant Public Utility District No. 2 – Project Manager and Co-principal Investigator for Terrestrial Habitat Assessment in support of FERC relicensing. The study included site-intensive surveys for amphibians, reptiles, small mammals, breeding birds, and rare plants; extensive collection of habitat and habitat disturbance data; and habitat rankings. Specialized sampling techniques included aquatic funnel trapping, dip-net sweeps, cover boards, mist netting and acoustic surveys for bats, and avian point surveys. The study area encompassed a 58-mile reach of the Columbia River, adjacent lands extending one mile from the river, and the lower five miles of a large tributary, Lower Crab Creek. Study objectives were to document rare plant occurrences in riparian habitats and along the project transmission lines; identify and evaluate disturbances to terrestrial resources; describe the availability and quality of key wildlife habitat; verify assessments of habitat quality by sampling the richness of vertebrate species groups in representative habitat areas; and assess avian interactions with the transmission lines. Responsibilities included study design, report preparation, and presentations of study results to agency working groups. Dr. Nyman was also co-author of the Terrestrial Resources section of the License Application Exhibit E. (2000-2004)

Tacoma and Ames Hydroelectric Projects Relicensing; San Juan, La Plata, and San Miguel Counties, Colorado; Public Service Company of Colorado – Technical Lead for FERC relicensing. Prepared Terrestrial Resources section of Pre-Application Document and study plans addressing special status species, amphibians, wetlands, and riparian issues. On the Tacoma Project, Principal Investigator for the amphibian study and the wetland/riparian study entailing assessments of more than three miles of riparian habitats and numerous wetlands. Conducted amphibian surveys for Tiger Salamander, Northern Leopard Frog, and
Boreal Chorus Frog; habitat assessments; and Proper Functioning Condition evaluations of wetlands. On the Ames Project, Principal Investigator for the study assessing condition of more than 10 miles of riparian habitats, including cottonwood stands, downstream of the project powerhouse. (2005-2007)

Clackamas Creeks Hydroelectric Project, Exhibit E License Application Studies, Clackamas County, Oregon; Portland General Electric – Principal Investigator for wildlife and botanical resources studies for FERC License application involving eight small streams. Included habitat assessments, RTE plant surveys, wetland surveys, amphibian surveys, instream flow modeling, analyzing potential impacts, and preparing mitigation plan. (1992-1994)

Upper American River Project, Relicensing, El Dorado County, California; Sacramento Municipal Utility District – Co-principal Investigator, conducted studies of riparian and wetland areas associated with the Upper American River Project (UARP), including diversion reaches. The UARP is comprised of ten interconnected reservoirs in the northern Sierra Nevada, and more than 60 miles of project transmission lines. The studies were designed to map and describe existing conditions, compare current and historical conditions, determine possible project effects, and identify opportunities to enhance riparian and wetland habitats in project-affected areas. Also conducted surveys for special status plants (rare species and noxious weeds) along the project transmission lines; and surveyed the proposed Iowa Hill pumped storage development for special status plants and mule deer habitat. Prepared technical reports for riparian and wetland studies; Iowa Hill habitat characterization and mule deer habitat; and project draft environmental assessment (PDEA) for riparian and wetland resources. (2003-2005)

Trosper Lake Park Terrestrial Resource Site Evaluation, Thurston County, Washington; City of Tumwater – Conducted assessment of wildlife and habitats on 18.8-acre site proposed for recreational development. The study consisted of site reconnaissance for WDFW Priority wildlife and habitats, including an amphibian survey, avian survey, owl broadcast calling, and documenting Oregon white oaks; vegetation cover type mapping; and evaluating effects of the proposed recreational facilities on terrestrial resources. (2001-2002)

Rocky Reach Hydroelectric Project, Relicensing, Columbia River, Washington; Chelan County Public Utility District No. 1 – Principal Investigator for habitat analyses and herpetological surveys in support of FERC relicensing. Designed plans for a study that emphasized habitat mapping and site-intensive wildlife surveys focused on sampling representative habitats. Conducted larval amphibian surveys at 22 pools in the Project area using visual encounter, dip-netting, and aquatic funnel traps. (1999-2000)

Box Canyon Hydroelectric Project, Relicensing, Pend Oreille River, Washington; Pend Oreille Public Utility District No. 1 – Principal Investigator for amphibian studies in support of FERC relicensing. Conducted extensive surveys targeting two special status species (Northern Leopard Frog and Columbia Spotted Frog) and an introduced species (Bullfrog). Also assessed habitat suitability and possible project effects on the target species in the Exhibit E, response to agency and FERC comments, and dispute resolution meeting. Dr. Nyman also designed, conducted, and coordinated field studies with responsibility for RTE species analysis; terrestrial habitat and wetlands mapping (pre-project and current conditions); waterfowl nesting and habitat use; and developing habitat enhancements. Played lead role in addressing agency comments to the license application and dispute resolution. (1995-2001)

Warm Creek and Skookum Creek Hydroelectric Projects, Whatcom County, Washington; Hydro Energy Development Corporation – Principal Investigator for
wildlife and botanical resources studies. Conducted dedicated surveys for wintering Bald Eagle, Northern Spotted Owl, and Marbled Murrelet; wildlife and botanical species inventories; and habitat descriptions. Prepared Exhibit E report on terrestrial resources including a habitat map. Also engaged in consultation with state and federal agencies to resolve endangered species issues. (1990-1995)

Herpetofaunal Inventory of State Owned Lands, Hudson River Estuary, Columbia County, New York; New York Department of Environmental Conservation – Dr. Nyman conducted intensive investigations of amphibians, snakes, and turtles on more than 500 acres of wetlands, riparian habitats, and upland forests near the Hudson River using dip-net sampling, cover object searches, frog call surveys, and other techniques. The final report included recommendations for site management. (1998)

Characterization of Reference Wetlands in Eastern New York, Columbia and Dutchess County; U.S. Environmental Protection Agency – Conducted amphibian surveys in four types of wetlands in the Hudson River valley of New York in order to better define standards for wetland protection and restoration projects. Standardized sampling protocols were used at seasonal woodland pools, red maple swamps, clay meadows, and fens. The final report documented differences in amphibian use of the wetland types, discussed the efficacy of effort-constrained dip-netting, and made recommendations for wetland projects. (1994)

Selected Technical Papers and Presentations

Perspectives on the effects of reed canarygrass (Phalaris arundinacea) on habitat suitability for Oregon Spotted Frog (Rana pretiosa), based on observations at the Samish River Preserve, Whatcom County, Washington. (Society of Wetland Scientists, Pacific Northwest Chapter, 2015 Annual Meeting).


Evaluation of characteristics to differentiate larvae of Oregon Spotted Frog (Rana pretiosa) and Northern Red-legged Frog (Rana aurora). (Society for Northwestern Vertebrate Biology, 2015 Annual Meeting).

Evaluation of an aquatic funnel trap for shallow water habitats used by Oregon Spotted Frog (Rana pretiosa). (Society for Northwestern Vertebrate Biology, 2015 Annual Meeting).


### WHATCOM COUNTY COUNCIL AGENDA BILL

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<tr>
<th>CLEARANCES</th>
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#### TITLE OF DOCUMENT:
Appointment to Flood Control Zone District Advisory Committee, Geo. Reps (2)

#### ATTACHMENTS:
Application

#### 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.)

2 vacancies representing geographic areas on the Flood Control Zone District Advisory Committee. Committee assists and makes recommendations to the Board of Supervisors in performing flood damage repairs, maintenance and improvements, and minimizing future flood damage through prevention and management on the Nooksack River, Its watershed, and the other watersheds within Whatcom County. Meets the second Thursday of the month or as needed. Terms ending 1/31/2020. Appointed by the Flood Control Zone District Board of Supervisors.

#### COMMITTEE ACTION:

#### COUNCIL ACTION:
11/22/2016: Received 7-0

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<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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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](http://www.co.whatcom.wa.us/council).
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Dale Boys
Date: 11/7/16
Street Address: 549 E Laurel Rd
City: Bellingham
Zip Code: 98226
Mailing Address (if different from street address):
Day Telephone: (360) 354-3687 Evenign Telephone: Cell Phone: (360) 815-3046
E-mail address: dale@reeciv.com

1. Name of board or committee—please see reverse: Flood Control Zone District Advisor Comm.
2. You must specify which position you are applying for. Please refer to vacancy list.
   Geographic Area.
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.) Yes ( ) No ( )
4. Which Council district do you live in? One ( ) Two ( ) Three ( ) Four ( ) Five ( )
5. Are you a US citizen? Yes ( ) No ( )
6. Are you registered to vote in Whatcom County? Yes ( ) No ( )
7. Have you ever been a member of this Board/Commission? Yes ( ) No ( )
   If yes, dates:
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? Yes ( ) No ( )
   If yes, please explain: I work for a private consulting firm which may perform work for the County. Most jobs must be through formal selection process of most qualified firm. You may attach a resume 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.
   Occupation: Licensed Professional Engineer, Masters in Environmental Studies, Hydrology, Open Channel Flow, Agricultural Engineering. I have been practicing in Whatcom County for 19 years.
10. Please describe why you’re interested in serving on this board or commission:
    a. Love back to the community.
    b. This is an area of my education of interest.

References (please include daytime telephone number): Travis Brown - (360) 778-6293

Signature of applicant: Dale Boys

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
# WHATCOM COUNTY COUNCIL AGENDA BILL

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## TITLE OF DOCUMENT:
Appointment to Consolidated Drainage Improvement Dst. 31. Applicant Dale DeVries

## ATTACHMENTS:
Application

## 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.)

CONSOLIDATED DRAINAGE IMPROVEMENT DISTRICT #31 – BOARD OF SUPERVISORS, POSITION 1
1 Vacancy – Applicant must own property in the District
Consolidated Drainage Improvement District No. 31 generally encompasses most of the Johnson Creek watershed, including the main tributaries Squaw Creek, Heath Ditch, Pangborn Creek, Sumas Creek, and several small lateral ditches, along with Bone Ditch tributary to the Sumas River. The District encompasses the Pangborn Lake area, and much of the area within, surrounding, and between the town sites of Everson, Nooksack, and Sumas. Duties include field review of drainage needs, attending an annual meeting to determine the next year’s work schedule and assessment levy, elect internal officers, and review, discuss, or act on any other official and district business. (RCW 85.06 and RCW 85.38.070(5)) Appointee will serve until the next special district general election in February 2018.

## COMMITTEE ACTION:

## COUNCIL ACTION:

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APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Dale DeVries Date: 11-16-16
Street Address: 4006 Bowman Rd
City: Sumas Zip Code: 98295

Mailing Address (if different from street address): 
Day Telephone: 360 220 0583 Evening Telephone: None Cell Phone: 
E-mail address: dale@devries@qmail.com

1. Name of board or committee - please see reverse: Consolidated Drainage Improvement
   District #31
   Post 1

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 ( ) Four ( ) Five

5. Are you a US citizen? (Yes) (No)

6. Are you registered to vote in Whatcom County? (Yes) (No)

7. Have you ever been a member of this Board/Commission? (Yes) (No)

   If yes, dates: 

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? (Yes) (No)

   If yes, please explain: Dairy Farming all of my life

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.
   Dairy Farmer all of my life

10. Please describe why you’re interested in serving on this board or commission: I have lived on this property all of my life, and Johnson Creek runs through just about all of our acreage so I have a vested interest in Johnson Creek

References (please include daytime telephone number): 

Signature of applicant: Dale DeVries

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.
RCW 85.38.010

Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

(1) "Governing body" means the board of commissioners, board of supervisors, or board of directors of a special district.

(2) "Owner of land" means the record owner of at least a majority ownership interest in a separate and legally created lot or parcel of land, as determined by the records of the county auditor, except that if the lot or parcel has been sold under a real estate contract, the vendee or grantee shall be deemed to be the owner of such land for purposes of authorizing voting rights. It is assumed, unless shown otherwise, that the name appearing as the owner of property on the property tax rolls is the current owner.

(3) "Qualified voter of a special district" means a person who is either: (a) A natural person who is a voter under general state election laws, registered to vote in the state of Washington for a period of not less than thirty days before the election, and the owner of land located in the special district for a period of not less than thirty days before the election; (b) a corporation or partnership that has owned land located in the special district for a period of not less than sixty days before the election; or (c) the state, its agencies or political subdivisions that own land in the special district or lands proposed to be annexed into the special district except that the state, its agencies and political subdivisions shall not be eligible to vote to elect a member of the governing board of a special district.

(4) "Special district" means: (a) A diking district; (b) a drainage district; (c) a diking, drainage, and/or sewerage improvement district; (d) an intercounty diking and drainage district; (e) a consolidated diking district, drainage district, diking improvement district, and/or drainage improvement district; or (f) a flood control district.

(5) "Special district general election" means the election of a special district regularly held on the first Tuesday after the first Monday in February in each even-numbered year at which a member of the special district governing body is regularly elected.

[1991 c 349 § 1; 1986 c 278 § 41; 1985 c 396 § 2.]

NOTES:

Severability—1986 c 278: See note following RCW 36.01.010.