### WHATCOM COUNTY COUNCIL AGENDA BILL

**CLEARANCES**

<table>
<thead>
<tr>
<th>Originator:</th>
<th>DH</th>
<th>Date: 10/16/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Head:</td>
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<tr>
<td>Dept. Head:</td>
<td></td>
<td>10/17/17</td>
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<tr>
<td>Prosecutor:</td>
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<tr>
<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
<td>TDS</td>
<td>10/30/17</td>
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**Date Received in Council Office:**

<table>
<thead>
<tr>
<th>Agenda Date</th>
<th>Assigned to:</th>
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</thead>
<tbody>
<tr>
<td>11/8/17</td>
<td>Finance /Council</td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Resolution to set hearing to sell Tax-Title property by negotiation Req. #TR2017-04

**ATTACHMENTS:** Map, Property Profile & Letter from applicant

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

**SUMMARY STATEMENT OR LEGAL NOTICE**

The Property Management Committee determined the property to be sold by negotiation as per RCW 36.35.150(1)(b), when the county legislative authority determines that it is not practical to build on the property due to the physical characteristics of the property or legal restrictions on construction activities on the property, subject to a covenant to bind.

Parcel No. 400522.324044.0000 / PID 143124  
PARADISE LAKES COUNTRY CLUB DIV NO 3 TRACT G, TWN 40N RGE 05E SEC 22

**For no less than the principal taxes, interest, penalties, title search and foreclosure costs of $1,800.93**

**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).
WHEREAS, the following described property is now, and has been the property of the County of Whatcom, State of Washington since: as noted per parcel below; and, 

WHEREAS, the Whatcom County The Property Management Committee determined the property be sold by negotiation as per RCW 36.36.150(1)(b), when the county legislative authority determines that it is not practical to build on the property due to the physical characteristics of the property or legal restrictions on construction activities on the property; subject to a covenant to bind; and, 

Parcel No. 400522.324044.0000 / PID 143124  
PARADISE LAKES COUNTRY CLUB DIV NO 3 TRACT G  
TWN 40N RGE 05E SEC 22 

WHEREAS, the Whatcom County Property Management Committee recommends its sale by negotiation; and, 

WHEREAS, the Whatcom County Property Management Committee recommends the Whatcom County Treasurer enter into negotiations with the applicant; and, 

WHEREAS, the principal taxes, interest, penalties, title search and foreclosure costs total $1,800.93; and, 

WHEREAS, the Whatcom County Council does deem it in the best interest of the County and the people thereof that said property be sold for no less than the principal taxes, interest, penalties, title search and foreclosure costs; and, 

WHEREAS, Resolution 95-005 designated the Whatcom County Treasurer as negotiator in such sales; and,
WHEREAS, RCW 36.35.120 requires the Council to establish the minimum price for said units of property and to determine whether or not a contract will be allowed, or if it will be a cash price;

NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the County to sell for a price to be negotiated by the Whatcom County Treasurer, the following Tax-Title property acquired 11/19/2010,

Parcel No. 400522.324044.0000 / PID 143124

For no less than the principal taxes, interest, penalties, title search and foreclosure costs of $1,800.93

BE IT FURTHER RESOLVED by the Whatcom County Council, that a public hearing on the matter of the sale of said property, under said terms, be held on the _____ day of ______ 2017, at _____ p.m., at the __________________________, Whatcom County, Washington; and,

BE IT FURTHER RESOLVED that the Clerk of the Whatcom County Council shall give notice of such hearing in the manner prescribed by law under RCW 36.34.030.

APPROVED this ______ day of ________ 2017

ATTEST:                                WHATCOM COUNTY COUNCIL
                                        WHATCOM COUNTY, WASHINGTON

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

APPROVED AS TO FORM:

Civil Deputy Prosecuting Attorney
### WHATCOM COUNTY REAL PROPERTY INVENTORY
#### PARCEL PROFILE

<table>
<thead>
<tr>
<th>Item #</th>
<th>958</th>
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<tbody>
<tr>
<td>Parcel #</td>
<td>400522-324044-0000</td>
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<tr>
<td>Custodian</td>
<td>TAX TITLE</td>
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<tr>
<td>PID #</td>
<td>143124</td>
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<tr>
<td>Date Acquired</td>
<td>11/19/2010</td>
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<tr>
<td>Purchase Price</td>
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**Location** Sumas WA **Facility**

PARADISE LAKES COUNTRY CLUB DIV NO 3 TRACT G

<table>
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<tr>
<th>Current Use</th>
<th>9140 (OTHER VACANT)</th>
<th>Zoning</th>
<th>UR4 (URBAN RES 4DU/A)</th>
<th>Acreage</th>
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<table>
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**Special Characteristics**

**Physical Inspection**

**Date Last Reviewed**

**Purpose**

**Surplus**

**Saleability Remarks**

**Sale Status**

**Lease Info**

<table>
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<tr>
<th>Deed #</th>
<th>5478</th>
<th>TREASURER’S DEED TO COUNTY</th>
<th>11/19/2010</th>
<th>Auditor's File #</th>
<th>2101201226</th>
<th>Volume, Page</th>
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Item # 958 Parcel # 400522-324044-0000
Dear Mr. Oliver

My name is Elton Sanders and I have lived here since 1993. When I purchased my property the driveway to it I assumed was mine as it is the only access to my home. Only upon listing my home was I made aware my driveway belongs to the county. Working with my realtor we made a mistake on the tract in question. My driveway is tract item #958/400522-324044-0000. Pid 143124. I am sorry for my mistake and respectfully ask your consideration Sir.

Sent from my iPhone
This sketch is furnished for information purposes only. It does not purport to show all highways, roads, or easements affecting this property. No liability is assumed for variations in dimensions and location. This sketch is not guaranteed as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.
From the main road towards his home.
From his house facing the main road.
# WHATCOM COUNTY COUNCIL AGENDA BILL

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<tr>
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<tr>
<td>Prosecutor:</td>
<td>T25</td>
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<tr>
<td>Purchasing/Budget:</td>
<td>Bb</td>
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**TITLE OF DOCUMENT:**

*Contract Between Whatcom County Flood Control Zone District and Geneva Consulting Services for Coordination of the Whatcom County LIO*

**ATTACHMENTS:**

1. Memo
2. Contract Information Sheet
3. Contract and Exhibits

**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 WRIA 1 Watershed Management Board acts as Local Integrating Organization (LIO) for water resources programs in the Whatcom County region. Whatcom County Flood Control Zone District acts as the fiscal agent for the WRIA 1 Watershed Management Board.

The purpose of this contract is to implement the tasks related to 1) Maintain, Organize, Facilitate and Administer a LIO, 2) Action Agenda Coordination, 3) Performance Management, and 4) Adaptive Management of Ecosystem Recovery Plan. Geneva Consulting Services was chosen for this contract through a competitive selection process using the annual Whatcom County Request for Qualifications (RFQ 17-01).

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive
    The Honorable Members of the Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Director

FROM: Gary Stoyka, Natural Resources Manager
       Austin Rose, Planner I

RE: Contract with Geneva Consulting Services for Whatcom LIO Coordination Services

DATE: October 19, 2017

Enclosed are two (2) originals of a contract between Whatcom County Flood Control Zone District and Geneva Consulting Services for coordination of the Whatcom Local Integrating Organization (LIO) for your review and signature.

▪ Background and Purpose

The WRIA 1 Watershed Management Board acts as Local Integrating Organization (LIO) for water resources programs in the Whatcom County region. The WRIA 1 Management Team met on September 13, 2017 and approved the draft FFY 2017 LIO Coordination Scope of Work for Whatcom County Flood Control Zone District as fiscal agent, acting on behalf of the WRIA 1 Watershed Management Board, for negotiating a grant agreement with the Puget Sound Partnership. Whatcom County Flood Control Zone District received a grant agreement from the Puget Sound Partnership (Agreement Number: 2018-17) to provide funding for LIO Coordination.

The purpose of this contract is to implement the scope of work in the LIO grant agreement to coordinate the Whatcom County LIO including the following tasks: 1) Maintain, Organize, Facilitate and Administer a LIO, 2) Action Agenda Coordination, 3) Performance Management, and 4) Adaptive Management of Ecosystem Recovery Plan. Geneva Consulting Services was chosen for this contract through a competitive selection process using the annual Whatcom County Request for Qualifications (RFQ) 17-01.

▪ Funding Amount and Source

This contract is fully funded through September, 2018. The Public Works Natural Resources fund has adequate funds in the 2017 and 2018 budget for this contract.

Please contact Gary Stoyka at extension 6218 or Austin Rose at extension 6286, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

V2.0
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Public Works  
**Division/Program:** (i.e. Dept. Division and Program) Natural Resources/ Whatcom LIO  
**Contract or Grant Administrator:** Gary Stoyka/Austin Rose  
**Contractor’s / Agency Name:** Geneva Consulting Services

**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):** PSP 2018-17 CFDA#: 66.123  
**Is this contract grant funded?** Yes [ ] No [ ]  
**If yes, Whatcom County grant contract number(s):** pending  
**Is this contract the result of a RFP or Bid process?** Yes [ ] No [ ]  
**If yes, RFP and Bid number(s):** RFQ 17-01 Cost Center: 169121  
**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):**  
$ 68,970  
**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:** The purpose of this contract is to implement the scope of work in the LIO grant agreement to coordinate the Whatcom County LIO including 1) maintain, organize, and facilitate the LIO, 2) coordinate local implementation of the Action Agenda, 3) report progress to PSP, and 4) support revisions, updates, and adaptive management of a 5-year ecosystem recovery plan and 2-year implementation plan.

**Term of Contract:** Expiration Date: September 30, 2018  
1. Prepared by: AR  
2. Attorney signoff: Daniel L. Gibson  
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:  

**V2.0**
CONTRACT FOR SERVICES
Between Whatcom County Flood Control Zone District and Geneva Consulting Services

Geneva Consulting Services, hereinafter called Contractor, and Whatcom County Flood Control Zone District, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8,
Exhibit A (Scope of Work), pp. 9 to 11,
Exhibit B (Compensation), pp. 12,
Exhibit C (Certificate of Insurance), pp. 13
Exhibit D (Grant Terms and Conditions), pp. 14 to 20

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 9th day of November, 2017, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of September, 2018.

The general purpose or objective of this Agreement is to: support the coordination of the Whatcom Local Integrating Organization (LIO), 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 $68,970. 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:

GENEVA CONSULTING SERVICES

Becky Peterson, Sole Proprietor

STATE OF WASHINGTON

COUNTY OF

On this day of October, 2017, before me personally appeared , known to me to be the of (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Contract for Services
Geneva Consulting Services

Page 1
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

[Signature] 10/26/17
Department Director  Date

Approved as to form:

[Signature] 10/27/17
Prosecuting Attorney  Date

Approved:
Accepted for Whatcom County:

By: ______________________
Jack Louws, Whatcom County Executive
For the Whatcom County Flood Control Zone District

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:

Geneva Consulting Services
Name

Becky Peterson
Sole Proprietor

Address:
1020 Austin St.
Bellingham, WA 98229

Mailing Address:
1020 Austin St.
Bellingham, WA 98229

Contact Name: Becky Peterson

Contact Phone: 360-392-1301

Contact Email: genevaconsulting@comcast.net
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:**
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:
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:

Gary Stoyka, Whatcom County Public Works Natural Resources Manager, 322 N. Commercial St. Suite 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:**
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 "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 **E-Verify: Not Applicable**

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

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

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

41.1 **Severability:**
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

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

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

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

d. Arbitration: Not Applicable

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

44.1 Survival:
The provisions of paragraphs 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 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

Task 1: Maintain, Organize, Facilitate, and Administer the Whatcom LIO

Project Approach:
- Maintain a public e-mail list for notification of WRIA1 Management Team and WRIA 1 Watershed Management Board meetings and other activities or events the community may have an interest in. Direct general inquiries to appropriate entity or individual as needed.
- Coordinate meeting logistics and facilitation for Watershed Work Group (4 meetings), LIO Staff Team (6 meetings), Steering Committee (6 meetings), WRIA1 Management Team (6 meetings), and WRIA 1 Board(s) (4 meetings). This includes agenda preparation, meeting summaries, and preparation of other supporting materials.
- Maintain the Whatcom LIO webpage to provide information on process and status of LIO work. This will include meeting agenda, summaries, and progress on near-term actions.
- Ensure cross-posting and distribution of Whatcom LIO relevant information with the WRIA1 Watershed Project, WRIA1 Salmon Recovery Program, and as appropriate, WWIN/Whatcom ECONet.
- Maintain communication links to Puget Sound Partnership including with the Ecosystem Recovery Coordinator assigned to Whatcom LIO and report and distribute regional information from the Puget Sound Partnership to the Whatcom LIO participants as applicable.
- Attend EPA convened meetings with LIO Coordinators (2 meetings), regional LIO Coordinator meetings (4 meetings), trainings or workshops (2), and other coordination meetings or conference calls as directed (2) for purposes of information gathering and reporting back to the appropriate WRIA1 Team.
- Engage with other LIOs in coordinating common LIO positions relative to the 2018 Action Agenda including process and regional priorities, as directed by WRIA 1 Teams.
- Provide support, as requested, to Whatcom LIO Ecosystem Coordination Board representative and alternate in the form of coordinating local positions and/or briefing papers with or for the WRIA 1 Watershed Management Board, Watershed Management Team, and/or other groups as directed.

Assumptions:
- Operational communication is considered correspondence and information that is received from PSP, other LIOs, and other entities, will be distributed to the appropriate LIO Team or the Policy Boards.
- The consultant works with the LIO Staff Team and fiscal agent staff—depending on the information received—to frame up topics for discussion by the Management Team and/or Policy Boards, as needed.
- External communication that is considered outside of typical process-coordination communication will be referred to the fiscal agent staff and/or Management Team as applicable.
- Participation in regional meetings will be prioritized given budget considerations.

Work Products:
- Progress reports describing general communication and distribution of LIO-related materials to WRIA 1 Boards, Management Team, Steering Committee, Watershed Work Group, LIO Staff Team, and interested community members. January 13, April 14, July 14 and September 30, 2018.
- Agendas, supporting materials, and meeting summaries for Whatcom County LIO Staff Team, Watershed Work Group, Steering Committee, WRIA 1 Management Team, and WRIA 1 Boards. January 13, April 14, July 14 and October 13, 2017.
- Briefing papers or other material prepared in support of Whatcom LIO Ecosystem Coordination Board representative and alternate. January 13, April 14, July 14 and September 30, 2018

Budget Estimate: $27,101
Labor: $26,600
Mileage: $501

Task 2: Action Agenda Coordination

Project Approach:
- Coordinate and facilitate implementation of near-term actions identified in the 2016 Action Agenda. This will include:
- Consolidate and prepare NTA report updates for Management Team based on PSP reports provided by NTA owners (2 updates).
- Identify barriers to implementation for Management Team discussion.
- Provide assistance for identifying funding opportunities for NTAs. In addition to direct notification of funding opportunities to owners of near-term actions and ongoing programs, information will be provided to the WWIN/Whatcom ECONet for broader public distribution.

- Support LIO participation in process to develop the 2018 Action Agenda. This will include:
  - Coordinate and, as directed, support development of local NTAs
  - Coordinate development and facilitation of a local NTA review process for advancing NTAs to Puget Sound Partnership
  - Coordinate with proponents of NTAs prior to submission of the NTA
  - Coordinate local review of NTAs from regional owners that are of interest to the Whatcom LIO and that are being submitted to the Puget Sound Partnership
  - Coordinate Whatcom LIO Team review and comment on the draft 2018 Action Agenda.
  - Coordinate WHATCOM LIO participation in an after action agenda process review.

- Coordinate a local process for priority NTA selection within the existing Whatcom LIO meeting structure and schedule.
  Provide a summary of LIO priority NTAs to Strategic Initiative Leads and PSP.

- Coordinate development and implementation of a funding strategy for LIO priorities and append to the LIO Ecosystem Recovery Plan.

**Assumptions:**
- The LIO Staff Team, Steering Committee, and Management Team have a critical role in the tasks and approaches listed for Task 2.

**Work Products:**
- Summary of process to identify LIO priority NTAs for direct funding including a list of selected priority NTAs. September 30, 2018.
- Copy of 2018 Action Agenda process comments submitted to Puget Sound Partnership September 30, 2018
- Funding strategy September 30, 2018

**Budget Estimate:** $21,549  
**Labor:** $21,280  
**Copies/Printing:** $269

**Task 3: Performance Management**

**Project Approach:**
- Support Whatcom County Public Works - Natural Resources staff with invoicing and reporting to Puget Sound Partnership. Provide support for other grant agreement tasks as needed.
- Coordinate twice yearly reporting on progress of near-term actions to WRIA 1 Management Team using Puget Sound Reporting format.

**Assumptions:**
- The near-term action owners have a critical role in providing information twice yearly to the Management Team and Puget Sound Partnership.

**Work Products:**

**Budget Estimate:** $3,150  
**Labor:** $3,150

Contract for Services  
Geneva Consulting Services
Task 4: Support Communication and Adaptive Management of LIO Ecosystem Recovery Plan

Project Approach:
- Provide presentations on LIO Plan and/or Plan elements as needed.
- Coordinate adaptive management of the LIO plan and strategies including identifying priority tasks for 2018-2020 and evaluating barriers and opportunities to implementation.
- Coordinate feedback and Whatcom LIO perspective to Puget Sound implementation strategy development teams with particular consideration to Summer Stream Flows, Marine Water Quality, and Freshwater Quality Indicators.
- Maintain and Update Miradi files and notify PSP of any updates.
- Support implementation and coordination of education/outreach related to the Whatcom LIO Ecosystem Recovery Plan.

Assumptions:
- The WRIA 1 Management Team and Steering Committee will have critical roles in providing information for presentations.
- The WRIA 1 Management Team, Steering Committee, and LIO Staff Team have critical roles in identifying priorities and adaptive management of the LIO plan.

Work Products:
- Presentations.
- Summary of Changes to the Ecosystem Recovery Plan via Adaptive Management.
- Updated Miradi files.
- Summary of outreach conducted in support of the Whatcom LIO Ecosystem Recovery Plan and electronic files or images of outreach materials.

Budget Estimate: $17,170
Labor: $16,240
Outreach Supplies: $930
EXHIBIT B – BUDGET

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 at IRS rate, lodging and per diem at a rate not to exceed the GSA rate for location services are provided. Reimbursement for air travel will be at coach rates. Other expenditures such as printing, postage, telephone charges, and outreach supplies shall be reimbursed at actual cost plus 10%.

Contractor will invoice monthly. Invoices will include hours work 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 $68,970.** 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.

### Budget Summary

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* Mileage  
**Copies/Printing  
*** Outreach materials supplies
EXHIBIT C – CERTIFICATE OF LIABILITY 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 INCLUDED IN THIS CERTIFICATE. 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

CONTACT NAME: Stan Rice
PHONE: (360) 734-1161
FAX: (360) 734-1173
EMAIL: stanriceinsurance.com

INSURER AFFORDING COVERAGE
REINsurance: Ohio Security Insurance Co. 24082

INSURED
Rebecca Peterson
Geneva Consulting
1020 Austin St
Bellingham WA 98229

INSURER:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

CERTIFICATE NUMBER: CL1761243320

COVERAGE LIMITS

DATE (MM/DD/YYYY): 6/12/2017

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 be assumed, 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 (ACORD 191, Additional Remarks Schedule, may be attached if more space is required):

Whatcom County is included as an additional insured for the above noted insurance per form CG8810 0413. This Commercial General Liability 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.

CERTIFICATE HOLDER
Whatcom County Public Works
322 N. Commercial St Suite 210
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
Calab Hazel/PRO

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INS205 (2014/01)

Contract for Services
Geneva Consulting Services
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V2.0
EXHIBIT D – GRANT TERMS AND CONDITIONS

Title: Whatcom County LIO – FFY2017 Funding

1. DEFINITIONS
   As used throughout this contract, the following terms shall have the meaning set forth below:

   A. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.

   B. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.

   C. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.

   D. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.

   E. "EPA" means U.S. Environmental Protection Agency.

   F. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

   G. "SUB-RECIPIENT" means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a contractor is provided in 2 CFR §200.330. Subrecipient and contractor determinations.

2. AMERICANS WITH DISABILITIES ACT (ADA)
   If the contract includes federal funding, the CONTRACTOR must comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. The CONTRACTOR may also be required to 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. ADVANCE PAYMENTS PROHIBITED
   No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

4. AMENDMENT
   This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. ASSIGNMENT
   The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

6. ASSURANCES
   The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.
7. CONFIDENTIALITY
Confidential information: The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that state and local agencies are subject to chapter 42.56 RCW, the Public Records Act.

Personal information (one form of confidential information): Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR's unauthorized use of personal information.

8. CREDIT AND ACKNOWLEDGEMENT
Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement [CE-01J31901]. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

9. DEBARMENT AND SUSPENSION
CONTRACTOR, by signature to this Contract, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). CONTRACTOR shall comply with applicable federal agency debarment and suspension rules adopted pursuant to Office of Management and Budget guidance at 2 CFR Part 180, such as 2 CFR Part 1532 for the Environmental Protection Agency, which implement Executive Order 12549. CONTRACTOR acknowledges that failing to disclose the information required at 2 CFR 180.335 may result in the delay or negation of this contract, or pursuance of legal remedies, including suspension and debarment.

CONTRACTOR shall not award subcontracts or subawards to persons (individuals or organizations) listed on the Excluded Parties List located at www.sam.gov. CONTRACTOR agrees to include the above requirements in all subcontracts into which it enters. The CONTRACTOR shall immediately notify AGENCY if, during the term of this Contract, CONTRACTOR becomes debarred. AGENCY may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term hereof.

10. DISALLOWED COSTS
CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

11. DISPUTES
In the event that CONTRACTOR is a state agency and a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.338 RCW, in which event the Governor's process will control.

In the event that a dispute arises under this Agreement, and the CONTRACTOR is not a state agency, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional
member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

12. DUPLICATION OF BILLED COSTS

The CONTRACTOR shall not bill the Agency for services performed under this contract, and the Agency shall not pay the CONTRACTOR if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

13. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

14. HOTEL MOTEI FIRE SAFETY ACT

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a if any portion of this contract will be paid with federal funds, CONTRACTOR agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). CONTRACTOR may search the Hotel-Motel National Master List at: http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

If necessary, the head of the Federal agency may waive this prohibition in the public interest.

15. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

16. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY. Where federal funding is involved, the awarding federal agency may have a proprietary interest in patent rights to any inventions that are developed by the CONTRACTOR as provided in 35 U.S.C. §§ 200-212 and 37 CFR part 401 and retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

CONTRACTOR acknowledges that in accordance with 40 CFR 30.36 and 31.34, EPA has the rights to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes. (2) Use by Federal contractors performing specific tasks for the Government. (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise. (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantees to use the copyrighted works or other data.

Under item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:
• the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or:
• termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

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.

In the event the materials are not considered "works for hire" under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not "work made for hire"; however, CONTRACTOR shall grant AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY. The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any material delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the material by the CONTRACTOR.

17. LOBBYING PROHIBITED

a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying; 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed $100,000 of federal funds and require all subcontractors to certify and disclose accordingly.

b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

c. If this contract includes federal funds exceeding $100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6800-06 (Rev. 06/2000)). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.

d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at:
18. LOBBYING AND LITIGATION
The chief executive officer of CONTRACTOR shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

19. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES
In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

20. PAYMENT TO CONSULTANTS
EPA will limit its participation in salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipients’ contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.369j), as applicable, for additional information.

As of January 1, 2017, the limit is $620.64 per day $77.58 per hour.

21. PROJECT APPROVAL
The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines, that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

22. RECORDS MAINTENANCE
The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. CONTRACTOR 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 contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If this contract exceeds $100,000 and any portion of the funding source is federal, the federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly pertinent to this contract for purpose of making audits, examination, excerpts and transcriptions (40 CFR 30.48(d)).

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.

23. RECYCLED PAPER

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

24. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

25. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

26. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the agency for any breach in the performance of the contractor’s duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts.

27. TERMINATION DUE TO FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the “Termination for Convenience” clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY’S discretion under those new funding limitations and conditions.

28. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
29. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days’ prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

30. TREATMENT OF ASSETS

a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.

b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.

c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.

e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.

f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR’S employees, agents or SUBCONTRACTORS.

31. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.
TITLE OF DOCUMENT:
Contract between Whatcom County and North Sound Behavioral Health Organization

ATTACHMENTS:
1. Memo to County Executive
2. Information sheet
3. 1 original of contract

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
The purpose of this contract is to provide funding to promote recovery and resilience to homeless individuals through the provision of housing case management and shelter operations services.

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 – Mental Health Block Grant 2017 - 2018

DATE: October 11, 2017

Enclosed is one (1) original of a contract between Whatcom County and North Sound Behavioral Health Organization for your review and signature.

- Background and Purpose

This contract provides funding to promote recovery and resilience to homeless individuals with a Serious Mental Illness (SMI) through the provision of housing case management and community outreach services.

- Funding Amount and Source

This contract is funded with federal Mental Health Block Grant dollars via the North Sound Behavioral Health Organization in the amount of $168,339. These funds are included in the 2017 – 2018 budgets. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Perry Mowery at extension #6059 if you have any questions regarding this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

**Originating Department:** Health

**Division/Program: (i.e. Dept, Division and Program)** Human Services

**Contract or Grant Administrator:** Perry Mowery

**Contractor’s / Agency Name:** North Sound Behavioral Health Organization

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ☒</th>
<th>No ☐</th>
<th>If not, is this an Amendment or Renewal to an Existing Contract?</th>
<th>Yes ☐</th>
<th>No ☐</th>
</tr>
</thead>
</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)

<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
<th>Yes ☒</th>
<th>No ☐</th>
</tr>
</thead>
</table>

**contract number(s):** BHO-WHATCOM CO – MHBG – 17-18

**CFDA#:** 93.958

**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):

**Contract Cost Center:** 122400

<table>
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<tr>
<th>Is this agreement excluded from E-Verify?</th>
<th>No ☐</th>
<th>Yes ☒</th>
</tr>
</thead>
</table>

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

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

$ 168,339

**This Amendment Amount:**

$

**Total Amended Amount:**

$

---

**Summary of Scope:** This contract provides funding to promote recovery and resilience to homeless individuals through the provision of housing case management and shelter operations services.

**Term of Contract:** 12 Months  

**Expiration Date:** 6/30/2018

<table>
<thead>
<tr>
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<th>1. Prepared by: JT</th>
<th>Date: 10/10/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Attorney signoff:</td>
<td></td>
<td>Date: 10-23-17</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>Brent</td>
<td>Date: 10/24/17</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: 10-02-17</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td></td>
<td>Date: 10-24-17</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>
NORTH SOUND
BEHAVIORAL HEALTH ORGANIZATION, LLC
(North Sound BHO)

93.958 COMMUNITY MENTAL HEALTH
BLOCK GRANT (MHBG) CONTRACT

WITH

WHATCOM COUNTY HUMAN SERVICES

CONTRACT #NORTH SOUND BHO-WHATCOM CO-MHBG-17-18

JULY 1, 2017 TO JUNE 30, 2018


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2 Exhibit B – Title V, Section 1913
3 Exhibit C – Independent Peer Review Procedures
4 Exhibit D – Expenditure Report Form
5 Exhibit E – SAMHSA’s 10 Fundamental Components of Recovery
6 Exhibit F – Deliverables
7 Exhibit G – MHBG Progress Report Template
93.958 COMMUNITY MENTAL HEALTH SERVICES
MHBG CONTRACT

THIS BEHAVIORAL HEALTH SERVICES CONTRACT (the "Contract"), pursuant to Chapter 71.24 RCW and all relevant and associated statutes, as amended, is made and entered into by and between the NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION, LLC, (North Sound BHO) 301 Valley Mall Way, Ste. 110, Mount Vernon, Washington 98273-5462 and WHATCOM COUNTY HUMAN SERVICES (Contractor), 509 Girard Street, Bellingham, WA 98225.

This Contract incorporates the Contract’s Exhibits to the Contract and other documents incorporated by reference.

The effective date of this Contract is July 1, 2017, through June 30, 2018.

A. DEFINITIONS

The words and phrases listed below, as used in the Contract, shall each have the following definitions.

Contract means this document, the General Terms and Conditions, and any Special Terms and Conditions, including any Exhibits and other documents attached or incorporated by reference.

Behavioral Health Agency means an agency that is licensed by the State of Washington to provide mental health and/or substance use disorder treatment and is subcontracted under this contract to provide services.

Behavioral Health Administration or BHA means the DSHS Administration governing mental health and substance use disorder services, and its employees and authorized agents.

BHO Advisory Board according to RCW 71.24.300 Section (4) means the behavioral health advisory board appointed by each BHO, which reviews and provides comments on plans and policies related to service delivery and outcomes. As per WAC 388-865-0222, the BHO must promote active engagement with persons with behavioral disorders, their families, and service providers by soliciting and using input to improve its services, and appoints a BHO Advisory Board to fulfill this purpose.


Cost Reimbursement means the subcontractor is reimbursed for actual expenses up to the maximum consideration allowed in the contract.
Cultural Competence means a set of congruent behaviors, attitudes and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.

Debarment means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

Department of Social and Health Services (DSHS) or the department or the Department means DSHS of the State of Washington and its Secretary, officers, employees and authorized agents.

For Profit means of business or institution initiated or operated for the purpose of making a profit.

Health and Recovery Services Administration (HRSA) means the DSHS Administration governing public health care, mental health care, substance abuse services its employees and authorized agents.

Housing Services means the services or activities designed to assist individuals or families in locating, obtaining or retaining suitable housing. Component services or activities may include tenant counseling, helping individuals and families to identify and correct substandard housing conditions on behalf of individuals and families who are unable to protect their own interests and assisting individuals and families to understand leases, secure utilities and make moving arrangements.

Independent Peer Review means to assess the quality, appropriateness and efficiency of treatment services provided in the State to individuals under the program involved.

Individual means a person who applies for, is eligible for or receives BHO authorized behavioral health services form an agency licensed by the Department as a BHA. In the case of a minor, the individual’s parent or, if applicable, the individuals’ custodial parent.

Mental Health Block Grant (MHBG) means those funds granted by the Secretary of the Department of Health and Human Services (DHHS), through the Center for Mental Health Services (CMHS), Substance Abuse and Mental Health Services Administration (SAMHSA), to states to establish or expand an organized community-based system for providing mental health services for adults with Serious Mental Illness (SMI) and children with Serious Emotional Disorder (SED). States must submit an application in accordance with the law for each fiscal year for which they seek MHBG funds. Awarded MHBG funds must be used to carry out the State plan contained within the application, to evaluate programs and services set in place under the plan, and to conduct planning, administration, and educational activities related to the provision of services under the plan.
Performance-based means the subcontractor is compensated on attainment of specific outcomes.

Personal Information means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

Revised Code of Washington (RCW) means all references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://slc.leg.wa.gov

Recovery means the processes through which people are able to live, work, learn, and participate fully in their communities.

Resiliency means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.

Secretary means the individual appointed by the Governor, State of Washington, as the head of DSHS, or his/her designee.

Serious Emotionally Disturbed (SED) means, according to Federal Register Vol. 58, No. 96, May 20, 1993, children from birth up to age 18 who have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM III-R, that result in functional impairment which substantially interferes with or limits the child’s role or functioning in family, school, or community activities.

Serious Mental Illness (SMI) means, according to Federal Register Vol. 58, No. 96, May 20, 1993, persons age 18 and over who currently, or at any time during the past year, have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within DSM III-R, that has resulted in functional impairment which substantially limits one or more major life activities.

Subcontract means a separate contract between the Contractor and an individual or entity (subcontractor) to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.

Washington Administrative Code (WAC) means all references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://slc.leg.wa.gov.
B. GENERAL TERMS AND CONDITIONS FOR CONTRACTOR

1. BACKGROUND
North Sound BHO is an entity formed by inter-local contract between Island, San Juan, Skagit, Snohomish and Whatcom Counties, each county authority recognized by the Secretary of Department of Social and Health Services (Secretary). These counties entered into an inter-local contract to allow North Sound BHO to contract with the Secretary pursuant to RCW 71.24.025(13), to operate a single managed system of services for persons with mental illness living in the service area covered by Island, San Juan, Skagit, Snohomish and Whatcom Counties (Service Area). North Sound BHO is party to an interagency contract with the Secretary, pursuant to which North Sound BHO has agreed to provide integrated community support, crisis response, and inpatient management services to people needing such services in its Service Area. North Sound BHO, through this Contract, is subcontracting with Contractor for the provision of specific mental health services as required by the contract with the Secretary. Contractor by signing this Contract attests that they are willing and able to provide such services in the Service Area.

2. MUTUAL COMMITMENTS
The parties to this Contract are mutually committed to the development of an efficient, cost effective, integrated, person-driven, age specific recovery and resilience model approach to the delivery of quality community mental health services. To that end, the parties are mutually committed to maximizing the availability of resources to provide needed mental health services in the Service Area, maximizing the portion of those resources used for the provision of direct services and minimizing duplication of effort.

3. ASSIGNMENT
Except as otherwise provided within this Contract, this Contract may not be assigned, delegated, or transferred by Contractor without the express written consent of North Sound BHO, and any attempt to transfer or assign this Contract without such consent shall be void. The terms “assigned,” “delegated,” or “transferred” shall include change of business structure to a limited liability company, of any Contractor Member or Affiliate Agency.

4. AUTHORITY
Concurrent with the execution of this Contract, Contractor shall furnish North Sound BHO with a copy of the explicit written authorization of their governing bodies to enter into this Contract and accept the financial risk and responsibility to carry out all terms of this Contract including the ability to pay for all expenses incurred during the contract period. Likewise, concurrent with the execution of this Contract, North Sound BHO shall furnish Contractor with a written copy of the motion, resolution, or ordinance passed by North Sound BHO County Authorities Executive Committee (North Sound BHO Board) authorizing North Sound BHO to execute this Contract.
5. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES

Contractor and their subcontractors shall comply with all applicable federal and state statutes, regulations and operational policies whether or not a specific citation is identified in various sections of this Contract, and all amendments thereto that are in effect when the Contract is signed, or that come into effect during the term of the Contract, which may include but are not limited to, the following:

a. Title XIX and Title XXI of the Social Security Act and Title 42 of the Code of Federal Regulations.

b. All applicable Office of the Insurance Commissioner (OIC) statutes and regulations.

c. All local, State and Federal professional and facility licensing and certification requirements/standards that apply to services performed under the terms of this Contract.


e. Those specified in Title 18 RCW for professional licensing.

f. Reporting of abuse as required by RCW 26.44.030.

g. Industrial insurance coverage as required by Title 51 RCW.

h. RCW 38.52, 70.02 and 71.24.

i. WAC 388-865, 887 and 877A.

j. 42 CFR 438, including 438.58 (conflict of interest) and 438.106 (physician incentive plans).

k. The State Medicaid Manual (SMM), Office of Management and Budget (OMB) Circulars, the Budgeting, Accounting, and Reporting System (BARS) Manual, and BARS Supplemental Mental Health Instructions.

l. Federal and State non-discrimination laws and regulations.

m. The Health Insurance Portability and Accountability Act (HIPAA), 45 CFR parts 160-164.

n. DBHR-CIS Data Dictionary and its successors.

o. Federal funds must not be used for any lobbying activities.

If Contractor is in violation of a federal law or regulation and Federal Financial Participation is recouped, Contractor shall reimburse the federal amount to North Sound BHO within 20 days of recoupment. Upon notification from DSHS, North Sound BHO shall notify Contractor in writing of changes/modifications in DSHS/DBHR policies and/or contract requirement changes.
6. COMPLIANCE WITH NORTH SOUND BHO OPERATIONAL POLICIES

Contractor shall comply with all North Sound BHO operational policies that pertain to the
delivery of services under this Contract that are in effect when the Contract is signed or
that come into effect during the term of the Contract.

Along with all North Sound BHO stakeholders, Contractor will be included in the process
for developing relevant operational policies and procedures. North Sound BHO’s policies
and procedures are posted on North Sound BHO’s website. North Sound BHO shall notify
Contractor of new and revised policies, if applicable to the services provided under this
Contract, through its numbered memoranda. Training will be provided on policies that
impact providers.

North Sound BHO will make best efforts to maintain currency of policies with applicable
federal or state law, regulation or policy. In the event of a conflict, federal or state laws,
regulations or policies supersede North Sound BHO policies and procedures.

7. CONFIDENTIALITY OF CLIENT INFORMATION

The parties shall not use, publish, sell or otherwise disclose any confidential information
 gained by reason of this Contract for any purpose that is not directly connected with the
performance of the services contemplated there under, except:

a. As provided by law, or
b. In the case of Personal Information, as provided by law or with prior written
   consent of the person or personal representative who is subject of the Personal
   Information.

The parties shall protect and maintain all Confidential Information gained by reason of
this Contract against unauthorized use, access, disclosure, modification or loss. This duty
requires the parties to employ reasonable security measures, which include restricting
access to the Confidential Information by:

a. Allowing access only to staff that have an authorized business requirement to view
   the Confidential Information.
b. Physically securing any computers, documents, or other media containing the
   Confidential Information.

To the extent allowed by law, at the end of the Contract term, or when no longer needed,
the parties shall return Confidential Information or certify in writing the destruction of
Confidential Information upon written requests by the other party.

Paper documents with Confidential Information may be recycled through a contracted
firm, provided the contract with the recycler specifies that the confidentiality of
information will be protected and the information destroyed through the recycling
process. Paper documents containing Confidential Information requiring special handling
(i.e., protected health information) must be destroyed through shredding, pulping or
incineration.
The compromise or potential compromise of Confidential Information must be reported to North Sound BHO contact designated on this Contract within 5 business days of discovery for breaches less than 500 persons' protected data and 3 business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

Contractor shall assure that all staff and subcontractors providing mental health services under this Contract receive annual training on confidentiality policies and procedures. In addition, Contractor shall assure that all staff and subcontractors providing mental health services under this Contract sign an annual Oath of Confidentiality statement. Signed copies of the Oath of Confidentiality shall be kept in Contractor's personnel files.

8. CONTRACT PERFORMANCE/ENFORCEMENT
North Sound BHO shall be vested with the rights of a third-party beneficiary, including the "cut through" right to enforce performance should Contractor be unwilling or unable to enforce action on the part of its/their subcontractor(s). In the event the Contractor dissolves or otherwise discontinues operations, North Sound BHO may, at its sole option, assume the right to enforce the terms and conditions of this Contract directly with Contractor. Contractor shall include this clause in their contracts with their subcontractors. In the event of the dissolution of Contractor, North Sound BHO's rights in indemnification shall survive.

9. COOPERATION
The parties to this Contract shall cooperate in good faith to effectuate the terms and conditions of this Contract.

10. DEBARMEMENT CERTIFICATION
Contractor, by signature to this Contract, certifies Contractor and any Owners are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred) and is not listed in the Excluded Parties List System in the System for Award Management (SAM) website. Contractor shall immediately notify North Sound BHO if, during the term of this Contract, Contractor becomes debarred.

11. EXECUTION, AMENDMENT AND WAIVER
This Contract shall be binding on all parties only upon signature by authorized representatives of each party. This Contract, or any provision, may be amended during the contract period, if circumstances warrant, by a written amendment executed by all relevant parties. Only North Sound BHO's Program Manager or North Sound BHO's Program Manager's designee has authority to waive any provision of this Contract on behalf of North Sound BHO.
12. **HEADINGS AND CAPTIONS**

   The headings and captions used in this Contract are for reference and convenience only, and in no way, define, limit, or decide the scope or intent of any provisions or sections of this Contract.

13. **INDEMNIFICATION**

   Contractor shall be responsible for and shall indemnify and hold North Sound BHO harmless (including all costs and attorney fees) from all claims for personal injury, property damage and/or disclosure of confidential information, including claims against North Sound BHO for the negligent hiring, retention and/or supervision of the Contractor and/or from the imposition of governmental fines or penalties resulting from the acts or omissions of Contractor and its subcontractors related to the performance of this contract. North Sound BHO shall be responsible and shall indemnify and hold Contractor harmless (including all costs and attorney fees) from all claims for personal injury, property damage and disclosure of confidential information and from the imposition of governmental fines or penalties resulting from the acts or omissions of North Sound BHO. Except to the extent caused by the gross negligence and/or willful misconduct of North Sound BHO, Contractor, shall indemnify and hold North Sound BHO harmless from any claims made by non-participating BHAs related to the provision of services under this Contract. For the purposes of these indemnifications, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the Parties. The provision of this section shall survive the expiration or termination of the Contract.

14. **INDEPENDENT CONTRACTOR FOR NORTH SOUND BHO**

   The parties intend that an independent Contractor relationship be created by this contract. Contractor acknowledges that Contractor is not officers, employees, or agents of North Sound BHO. Contractor shall not hold Contractor or any of Contractor’s employees out as, nor claim status as, officers, employees, or agents of North Sound BHO. Contractor shall not claim for Contractor or Contractor’s employees any rights, privileges, or benefits, which would accrue to an employee of North Sound BHO. Contractor shall indemnify and hold North Sound BHO harmless from all obligations to pay or withhold Federal or State taxes or contributions on behalf of Contractor or Contractor’s employees and subcontractors unless specified in this Contract.

15. **INSURANCE**

   North Sound BHO certifies it is a member of Washington Governmental Entity Pool for all exposure to tort liability, general liability, property damage liability, and vehicle liability, if applicable, as provided by RCW 43.19.
Contractor shall maintain Commercial General Liability Insurance (CGL). If the Contractor is not a member of a risk pool, the Contractor shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. Any risk pool shall provide coverage with the same minimum limits. Any policy (non-risk pool and risk pool) shall include liability arising out of premises, operations, independent Contractors, personal injury, advertising injury, and liability assumed under an insured contract. Contractor shall provide evidence of such insurance to North Sound BHO within 15 days of the execution of this Contract and within 15 days post renewal date thereafter. All non-risk pool policies shall name North Sound BHO as a covered entity under said policy(s).

16. INTEGRATION
This Contract, including Exhibits, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

17. MAINTENANCE OF RECORDS
During the term of this Contract and for six (6) years following termination or expiration of this Contract, if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six (6) year period, the records shall be maintained until completion and resolution of all issues arising there from or until the end of the six (6) year period, whichever is later. Contractor shall maintain records sufficient to:

a. Maintain the content of all Medical Records in a manner consistent with utilization control requirements of 42 CFR 456, 434.34 (a), 456.111 and 456.211.
b. Document performance of all acts required by law, regulation, or this Contract.
c. Substantiate Contractor statement of their organizations’ structures, tax status, capabilities and performance.
d. Demonstrate accounting procedures, practices and records, which sufficiently and properly document Contractor invoices to North Sound BHO and all expenditures made by Contractor to perform as required by this Contract.
e. Contractor and their subcontractors shall cooperate in all reviews including, but not limited to, surveys and research conducted by North Sound BHO, DSHS, or other Washington State Departments.
f. Evaluations shall be done by inspection or other means to measure quality, appropriateness and timeliness of services performed under this Contract and to determine whether Contractor and their subcontractors are providing service to individuals in accordance with the requirements set forth in this Contract and applicable state and federal regulations as existing or hereafter amended.
18. **NO WAIVER OF RIGHTS**
A failure by either party to exercise its rights under this Contract shall not preclude that
party from subsequent exercise of such rights and shall not constitute a waiver of any
other rights under this Contract unless stated to be such in writing signed by an
authorized representative of the party and attached to the original Contract.

Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver
of any subsequent breach and shall not be construed to be a modification of the terms
and conditions of this Contract.

19. **ONGOING SERVICES**
Contractor and their subcontractors shall ensure that in the event of labor disputes or job
actions, including work slowdowns, so called “sick outs,” or other activities, within its
service network, uninterrupted services shall be available as required by the terms of this
Contract.

20. **ORDER OF PRECEDENCE**
In the event of an inconsistency in the terms of this Contract, or any inconsistency
between the terms of this Contract and any applicable statute, rule, or contract, unless
otherwise provided herein, the conflict shall be resolved by giving precedence in the
following order, to:

a. The applicable Medicaid 1915(b) Waiver, Provisions of Title XIX of the Social
   Security Act and Federal regulations concerning the operations of Prepaid Inpatient
   Health Plans.

b. State statutes and regulations concerning the operation of the community mental
   health programs.

c. Other applicable Federal, State, or local law.

d. North Sound BHO-DSHS contract, or its successors, that covers the provision of the
   mental health services covered under this Contract, which shall include any exhibit,
   document, or material incorporated by reference.

e. This Contract.

21. **OVERPAYMENTS**
In the event Contractor fails to comply with any of the terms and conditions of this
Contract and that failure results in an overpayment, North Sound BHO may recover the
amount due DSHS, CMS, or other federal or state agency. In the case of overpayment,
Contractor shall cooperate in the recoupment process and return to North Sound BHO
the amount due upon demand.
22. **OWNERSHIP OF MATERIALS**
Materials created by Contractor and their subcontractors and paid for by North Sound BHO as a part of this Contract shall be owned by North Sound BHO and shall be, "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes and/or training materials. Contractor or relevant subcontractors’ own material which Contractor and their subcontractors use to perform this Contract, but which is not created for or paid for by North Sound BHO; however, North Sound BHO and DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.

23. **PERFORMANCE**
Contractor shall furnish the necessary personnel, materials and/or mental health services and otherwise do all things for, or incidental to, the performance of the work set forth here and as attached. Unless specifically stated, Contractor is responsible for performing or ensuring all fiscal and program responsibilities required in this contract. No subcontract will terminate the legal responsibility of Contractor to perform the terms of this Contract.

24. **RESOLUTION OF DISPUTES**
The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies that may arise under this Contract and therefore establish this dispute resolution procedure. All claims, disputes and other matters in question between the parties arising out of, or relating to, this Contract shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:

a. The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.

b. Within 10 working days of receipt of the written Notice of Dispute, the parties (or a designated representative) shall meet, confer and attempt to resolve the claim.

c. The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.

**Arbitration:** If the claim is not resolved within 30 days, the parties shall proceed to arbitration as follows:

a. Demand for arbitration shall be made in writing to the other party. The parties shall select one person as arbitrator.

b. If there is a delay of more than 10 days in the naming of any arbitrator, either party can ask the presiding judge of Skagit County to name any remaining arbitrator(s).

c. The prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.
d. The parties agree that the arbitrators' decision shall be binding, final and
appealable to Skagit County Superior Court only as provided in Chapter 7.04A
RCW.

e. Unless the parties agree in writing otherwise, the unresolved claims in each notice
of dispute shall be considered at an arbitration session which shall occur in Skagit
County no later than 30 days after the close of the meeting described in paragraph
(b) above.

f. The Provisions of this section shall, with respect to any controversy or claim,
survive the termination or expiration of this Contract.

g. Nothing contained in this Contract shall be deemed to give the arbitrator the
power to change any of the terms and conditions of this Contract in any way.

h. The prevailing party in any action to compel arbitration or to enforce an arbitration
award shall be awarded its costs, including attorney fees. Venue for any such
action is exclusively Skagit County Superior Court.

i. This Contract shall be governed by laws of the State of Washington, both as to
interpretation and performance.

25. SEVERABILITY AND CONFORMITY
The provisions of this Contract are severable. If any provision of this Contract, including
any provision of any document incorporated by reference is held invalid by any court,
that invalidity shall not affect the other provisions of this Contract and the invalid
provision shall be considered modified to conform to existing law.

26. SINGLE AUDIT ACT
If Contractor or their subcontractor is a sub-recipient of Federal awards as defined by
Office of Management and Budget (OMB) Circular A-133, Contractor and their
subcontractors shall maintain records that identify all Federal funds received and
expended. Said funds shall be identified by the appropriate OMB Catalog of Federal
Domestic Assistance titles and numbers, the award names and numbers and award years,
if awards are for research and development, as well as, names of the Federal agencies.
Contractor and their subcontractors shall make Contractor and their subcontractors’
records available for review or audit by officials of the Federal awarding agency, the
General Accounting Office and DSHS. Contractor and their subcontractors shall
incorporate OMB Circular A-133 audit requirements into all contracts between
Contractor and their subcontractors who are sub-recipients. Contractor and their
subcontractors shall comply with any future amendments to OMB Circular A-133 and any
successor or replacement Circular or regulation.

If Contractor and/or their subcontractors are a sub-recipient and expend $750,000 or
more in Federal awards from any and/or all sources in any fiscal year, Contractor and
applicable subcontractors shall procure and pay for a single audit for that fiscal year.
Upon completion of each audit, Contractor and applicable subcontractors shall submit to
North Sound BHO's Program Manager a copy of their audited financial statements.
For purposes of “sub-recipient” status under the rules of OMB Circular A-133 205(i)
Medicaid payments to a sub-recipient for providing patient care services to Medicaid
eligible individuals are not considered Federal awards expended under this part of the
rule unless a State requires the fund to be treated as Federal awards expended because
reimbursement is on a cost-reimbursement basis.

27. SUBRECIPIENTS
General – If the Contractor is a sub-recipient of federal awards as defined by OMB
Circular A-133 and this Contract, the Contractor shall:

a. Maintain records that identify, in its accounts, all federal awards received and
expended and the federal programs under which they were received, by Catalog of
Federal Domestic Assistance (CFDA) title and number, award number and year,
name of the federal agency, and name of the pass-through entity;
b. Maintain internal controls that provide reasonable assurance that the Contractor is
managing federal awards in compliance with laws, regulations, and provisions of
contracts or grant contracts that could have a material effect on each of its federal
programs;
c. Prepare appropriate financial statements, including a schedule of expenditures of
federal awards;
d. Incorporate OMB Circular A-133 audit requirements into all contracts between the
Contractor and its Subcontractors who are sub-recipients;
e. Comply with any future amendments to OMB Circular A-133 and any successor or
replacement Circular or regulation;
f. Comply with the applicable requirements of OMB Circular A-87 and any future
amendments to OMB Circular A-87, and any successor or replacement Circular or
regulation; and
g. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of
the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of
the Americans with Disabilities Act of 1990; Title IX of the Education Amendments
of 1972; The Age Discrimination Act of 1975; and The Department of Justice Non-
35 and Part 39 (see www.ojp.usdoj.gov/ocr for additional information and access
to the aforementioned Federal laws and regulations.)

28. SUBCONTRACTS
Contractor may subcontract services to be provided under this Contract subject to the
following requirements.

a. Contractor shall be responsible for the acts and omissions of any subcontractor.
b. Contractor must ensure that the subcontractor neither employs any person nor
contracts with any person or Community Mental Health Agency (CMHA) excluded
from participation in federal health care programs under either 42 USC 1320a-7
(§§1128 or 1128A Social Security Act) or debarred or suspended per this Contract’s
General Terms and Conditions.
c. Contractor shall require subcontractors to comply with all applicable federal and state laws, regulations and operational policies as specified in this Contract.

d. Contractor shall require subcontractors to comply with all applicable North Sound BHO operational policies as specified in this Contract, including travel standards and access standards.

e. Contractor shall oversee, be accountable for and monitor all functions and responsibilities delegated to a subcontractor on an ongoing basis including formal reviews.

f. Contractor will monitor performance of the subcontractors on an annual basis and notify North Sound BHO of any identified deficiencies or areas for improvement requiring corrective action by Contractor.

g. Contractor shall ensure that all subcontracts are in writing and that subcontracts specify all duties, reports and responsibilities delegated under this Contract. Those written subcontracts shall:

   i. Require subcontractors to hold all necessary licenses, certifications and/or permits as required by law for the performance of the services to be performed under this Contract.

   ii. Include clear means to revoke delegation, impose corrective action, or take other remedial actions if the subcontractor fails to comply with the terms of the subcontract.

   iii. Require that the subcontractor correct any areas of deficiencies in the subcontractor’s performance that are identified by Contractor, North Sound BHO and/or DBHR.

29. SURVIVABILITY

The terms and conditions contained in this Contract that by their sense and context are intended to survive the expiration of this Contract shall so survive. Surviving terms include, but are not limited to: Financial Terms and Conditions, Single Audit Act, Order of Precedence, Contract Performance and Enforcement, Confidentiality of Client Information, Resolution of Disputes, Indemnification, Oversight Authority, Maintenance of Records, Ownership of Materials, Contract Administration Warranties and Survivability.

30. TREATMENT OF CLIENT PROPERTY

Unless otherwise provided in this Contract, Contractor shall ensure that any adult individual receiving services from Contractor under this Contract has unrestricted access to the individual’s personal property. Contractor shall not interfere with any adult individual’s ownership, possession, or use of the individual’s property unless clinically indicated. Contractor shall provide individuals under age 18 with reasonable access to their personal property that is appropriate to the individual’s age, development and needs. Upon termination of this Contract, Contractor shall immediately release to the individual and/or the individual’s guardian or custodian all of the individual’s personal property.
31. **WARRANTIES**

The parties’ obligations are warranted and represented by each to be individually binding, for the benefit of the other party. Contractor warrants and represents that it is able to perform its obligations set forth in this Contract and that such obligations are binding upon Contractor and other subcontractors for the benefit of North Sound BHO.

32. **CONTRACT ADMINISTRATION**

The Program Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Contact for North Sound Behavioral Health Organization, LLC is:

Joe Valentine, Executive Director  
North Sound BHO  
301 Valley Mall Way, Ste. 110  
Mount Vernon, WA 98273-5462

The Contact for Whatcom County is:

Anne Deacon, Manager  
Whatcom County Human Services  
509 Girard Street  
Bellingham, WA 98225

Changes shall be provided to the other party in writing within 10 working days.
C. PERFORMANCE STANDARDS

In carrying out its responsibilities under this contract, Contractor shall comply with the following performance standards.

a. Contractor shall ensure that it and any applicable subcontractors comply with general limitations on the use of MHBG funds as specified in Exhibit B

b. If Contractor subcontracts for the provision of services under this contract it shall maintain documentation of its oversight and monitoring of subcontractors who are providing services described in this Contract, including documentation of related outcomes and actual costs, and provide such documentation when requested by North Sound BHO.

c. Contractor shall incorporate SAMHSA’s 10 Fundamental Components of Recovery (Exhibit E) in the daily activities and interactions with individuals seeking help with their recovery.

d. Contractor shall participate in annual peer reviews by individuals with expertise in the field of mental health when requested by North Sound BHO/DSHS.

1. INDEPENDENT PEER REVIEW (45 CFR 96.136)

The Contractor shall participate in the statewide independent peer review process when requested by North Sound BHO as outlined in Exhibit C-Independent Peer Review Procedures. Contractor will be reviewed by experts in the field of Mental Health Treatment to assess quality, appropriateness and efficacy of services provided to individuals.

2. BACKGROUND CHECKS (RCW 43.43.832, WAC 388-877 and 388-877B)

The Contractor must ensure a criminal background check is conducted on all staff members; case managers, outreach staff members, etc.; and volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

When providing services to Youth, the Contractor must ensure requirements of WAC 388-06-0170 are met.

3. DELIVERABLES, PLANS AND REPORTS

Contractor must ensure plans or reports required by this Contract, including those outlined in Exhibit F, Deliverables, are provided to NORTH SOUND BHO in compliance with the timelines/format indicated.

If this Contract requires a report or other deliverable that contains information that is duplicative or overlaps a requirement of another Contract between the parties Contractor may provide one report or deliverable that contains the information required by both Contracts.
D. FINANCIAL TERMS AND CONDITIONS

1. GENERAL FISCAL ASSURANCES
The Contractor shall comply with all applicable laws and standards, including Generally Accepted Accounting Principles and maintain, at a minimum, a financial management system that is a viable, single, integrated system with sufficient sophistication and capability to effectively and efficiently process, track and manage all fiscal matters and transactions. The parties’ respective fiscal obligations and rights set forth in this Article F shall continue after termination of this contract until such time as the financial matters between the parties resulting from this contract are completed.

2. FINANCIAL ACCOUNTING REQUIREMENTS
a. Funding that supports this Contract comes from Community Mental Health Services Block Grant funds, from the federal DHHS, Catalog of Federal Domestic Assistance (CFDA) #93.958.

b. Contractor shall produce annual audited financial statements and make such reports available to North Sound BHO upon request.

b. North Sound BHO shall pay Contractor an amount not to exceed the maximum consideration specified in this Contract for the satisfactory performance of all work set forth in Exhibit A Statement of Work.

c. Contractor shall submit a completed monthly invoice that includes the following information:

   i. Contractor shall be paid on a cost reimbursement basis for appropriate program expenditures.

   ii. Total charges, based on Contractor standard billing rates for the services provided.

   e. Contractor shall submit claims for reimbursement on Exhibit D Expenditure Report Form monthly and no later than 60 days following the month in which services are provided. North Sound BHO is not obligated to pay any claims submitted later than 60 days after the month services were provided.

   f. Any MHBG Funds obligated under this Contract which are not expended by June 30, 2018, may not be used or carried forward in any other Contract or Amendment, and lapse as of June 30, 2018.

3. RULES COMPLIANCE
Contractor shall:

   a. Account for public mental health expenditures under this Contract in accordance with federal circular A-133 and A-87 or other applicable circular and state requirements in accordance with the BARS Manual, and BARS Supplemental Instructions.
b. Ensure State or Federal funds are not used to replace local funds from any source, which were being used to finance mental health services in the constituent county/ counties in the calendar year prior to January 1, 1990. Contractor shall not use State or Federal funds to replace local funds used to administer the Involuntary Treatment Program in the constituent county/ counties in the calendar year prior to January 1, 1974.

c. Contractor shall comply with, specifically, Title V, Section 1913 where the State agrees to comply with the Public Health Service Act [42 USC 300x-1 et seq.], attached as Exhibit B, Title V - Section 1913.

d. North Sound BHO shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

e. North Sound BHO shall pay Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, North Sound BHO shall pay only for services authorized and provided through the date of termination.

f. Contractor shall not bill North Sound BHO for services performed under this contract, and North Sound BHO shall not pay Contractor, if Contractor has charged or will charge the State of Washington or any other party under any other contract or contract for the same services.

4. USES AND USE RESTRICTIONS

The 93.958 MHBG for Community Mental Health Services funding may not be used to provide inpatient services; to make cash payments to intended recipients of health services; to purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment; to satisfy any requirement for the expenditure of nonfederal funds as a condition for the receipt of Federal funds; or to provide financial assistance to any entity other than a public or nonprofit private entity.

Contractor shall not use MHBG Funds for the following:

a. Services and programs that are covered under the capitation rate for Medicaid-covered services to Medicaid enrollees.

b. Inpatient mental health services.

c. Construction and/or renovation.

d. Capital assets or the accumulation of operating reserve accounts.

e. Equipment costs over $5,000.

f. Cash payments to Individuals.

g. State match for other federal funds.
Target Population:

<table>
<thead>
<tr>
<th>Benefits</th>
<th>Services</th>
<th>Use MHBG</th>
<th>Use Medicaid</th>
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<tr>
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<td>Any type</td>
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<td>No</td>
</tr>
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<td>Individual <em>is</em> a Medicaid recipient</td>
<td>Allowed under Medicaid</td>
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<td>Yes</td>
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<tr>
<td>Individual <em>is</em> a Medicaid recipient</td>
<td>Not allowed under Medicaid</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
E. OVERSIGHT, REMEDIES AND TERMINATION

1. OVERSIGHT AUTHORITY

North Sound BHO, DSHS, Office of the State Auditor, DHHS, Centers for Medicare and Medicaid Services (CMS), the Comptroller General, or any of their duly-authorized representatives (i.e., External Quality Review Organizations [EQRO]), have the authority to conduct announced and unannounced: a) surveys, b) audits, c) reviews of compliance with licensing and certification requirements and compliance with this Contract, d) audits regarding the quality, appropriateness and timeliness of mental health services of Contractor and subcontractors and e) audits and inspections of financial records of Contractor and subcontractors. Contractor shall notify North Sound BHO when an entity other than North Sound BHO performs any audit described above related to any activity contained in this Contract.

In addition, North Sound BHO will conduct reviews in accordance with its oversight of resource, utilization and quality management, as well as to ensure that Contractor has the clinical, administrative and fiscal structures to enable them to perform in accordance with the terms of the contract. Such reviews may include, but are not limited to, encounter data validation, utilization reviews, clinical record reviews and review of administrative structures, fiscal management and contract compliance. Reviews may include desk reviews, requiring Contractor to submit requested information. North Sound BHO will also review any activities delegated under this contract to Contractor.

Findings, as a result of North Sound BHO conducted reviews, may result in remedial action as outlined below. Federal and State agencies may impose remedial action or financial penalties either directly upon Contractor or through North Sound BHO. Contractor shall comply with the terms of such remedial action and be responsible for the payment of financial penalties.

2. REMEDIAL ACTION

North Sound BHO may require Contractor to plan and execute corrective action. Corrective action plans (CAP) developed by Contractor must be submitted for approval to North Sound BHO within 30 calendar days of notification. CAP allowed for corrective action depending upon the nature of the situation as determined by North Sound BHO.

a. CAP must include:

i. A brief description of the finding.

ii. Specific actions to be taken, a timetable, a description of the monitoring to be performed, the steps taken and responsible individuals that will reflect the resolution of the situation.
b. CAP may:

Require modification of any policies or procedures by Contractor relating to the fulfillment of its obligations pursuant to this Contract.

c. CAP is subject to approval by North Sound BHO, which may:

i. Accept the plan as submitted.
ii. Accept the plan with specified modifications.
iii. Request a modified plan.
iv. Reject the plan.

d. Contractor agrees that North Sound BHO may initiate remedial action as outlined in subsection below if North Sound BHO determines any of the following situations exist:

i. A problem exists that negatively impacts enrollees.
ii. Contractor has failed to perform any of the mental health services required in this Contract, including delegated functions, which includes the failure to maintain the required capacity as specified by North Sound BHO to ensure that enrollees receive medically necessary services.
iii. Contractor has failed to develop, produce, and/or deliver to North Sound BHO any of the statements, reports, data, data corrections, accountings, claims, and/or documentation described herein, in compliance with all the provisions of this Contract.
iv. Contractor has failed to perform any administrative function required under this Contract, including delegated functions. For the purposes of this section, “administrative function” is defined as any obligation other than the actual provision of mental health services.
v. Contractor has failed to implement corrective action required by the state and within North Sound BHO prescribed timeframes.

e. North Sound BHO may impose any of the following remedial actions in response to findings of situations as outlined above.

i. Withhold one percent of the next monthly payment and each monthly payment thereafter until the corrective action has achieved resolution. North Sound BHO, at its sole discretion, may return a portion or all of any payments withheld once satisfactory resolution has been achieved.
ii. Compound withholdings identified above by an additional one-half of one percent for each successive month during which the remedial situation has not been resolved.
iii. Revoke delegation of any function delegated under this contract.
iv. Deny any incentive payment to which Contractor might otherwise have been entitled under this Contract or any other arrangement by which DBHR provides incentives.

v. Termination for Default, as outlined in this Contract.

3. PAYMENT WITHHOLD
Up to two (2) percent of the monthly payment will be withheld upon the request of North Sound BHO’s Program Manager if a required report or deliverable under this contract is due and has not been received by North Sound BHO, including required financial reports and data transmissions.

Payment will be withheld until the required report or deliverable has been delivered and meets the requirements specified by North Sound BHO.

4. INDIVIDUALS SERVICED BY MEDICAID AND OTHER MENTAL HEALTH PROGRAM ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT
Although DSHS and the Contractor mutually recognize that services under this Contract may be provided by the Contractor to individuals receiving services under the Medicaid program, and chapters 71.05, 71.24, and 71.34 RCW, it is not the intention of either DSHS or the Contractor that such individuals, or any other persons, occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

5. ADDITIONAL FINANCIAL PENALTIES – DBHR IMPOSED SANCTIONS
Financial penalties imposed by DBHR or other regulatory agency due to the action or inaction of Contractor may be paid by North Sound BHO on behalf of Contractor and the amount will be withheld from North Sound BHO’s payments to Contractor.

6. TERMINATION DUE TO CHANGE IN FUNDING
In the event funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to its normal completion, North Sound BHO may terminate this Contract, subject to re-negotiations.

7. TERMINATION FOR CONVENIENCE
Except as otherwise provided in this Contract, a party may terminate their portion of this Contract upon 30 days written notification by certified mail to the other party. The effective date of termination shall be the thirtieth day after receipt of written notification to the other party or the last day of the calendar month in which the thirtieth day occurs, whichever is later.

8. TERMINATION FOR DEFAULT
North Sound BHO’s Program Manager may terminate this Contract for default, in whole or in part, by written notice to Contractor if North Sound BHO or DSHS has a reasonable basis to believe that Contractor has or have:
a. Failed to meet or maintain any requirement for contracting with DSHS.
b. Failed to perform under any provision of this Contract.
c. Violated any law, regulation, rule, or ordinance applicable to the services provided under this Contract.
d. Otherwise breached any provision or condition of this Contract.

Before North Sound BHO’s Program Manager may terminate this Contract for default, in whole or in part, North Sound BHO shall provide Contractor with written notice of Contractor’s noncompliance with this Contract which notice shall provide Contractor a reasonable time period to correct its/their noncompliance. If Contractor has or has not corrected its/their noncompliance within the period of time specified in the written notice of noncompliance, North Sound BHO Program Manager may then terminate this Contract, in whole or in part for default without such written notice and without opportunity for correction if North Sound BHO and/or DSHS has a reasonable basis to believe that:

a. Contractor has violated any law, regulation, rule, or ordinance applicable to services provided under this contract.
b. Continuance of this Contract with Contractor poses a material risk of injury or harm to any person.

Contractor may terminate this Contract in whole or in part, by written notice to North Sound BHO, if Contractor has a reasonable basis to believe that North Sound BHO has:

a. Failed to meet or maintain any requirement for contracting with Contractor.
b. Failed to perform under any provision of this Contract.
c. Violated any law, regulation, rule, or ordinance applicable to work performed under this Contract.
d. Otherwise breached any provision or condition of this Contract.

9. TERMINATION PROCEDURE
The following provisions shall survive and be binding on the parties in the event this Contract is terminated:

a. Contractor and any applicable subcontractors shall cease to perform any services required by this Contract as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property and termination of services. Each party shall be responsible only for its performance in accordance with the terms of this Contract rendered prior to the effective date of termination. Contractor and any applicable subcontractors shall assist in the orderly transfer/transition of the individuals served under this Contract. Contractor and any applicable subcontractors shall promptly supply all information necessary for the reimbursement of any outstanding claims.
b. Contractor and any applicable subcontractors shall immediately deliver to North Sound BHO’s Program Manager or to his/her successor, all DSHS and North Sound BHO assets (property) in Contractor’s and any applicable subcontractor’s possession and any property produced under this Contract. Contractor and any applicable subcontractors grants North Sound BHO and DSHS the right to enter upon Contractor’s and any applicable subcontractor’s premises for the sole purpose of recovering any North Sound BHO or DSHS property that Contractor and any applicable subcontractors fails to return within 10 working days of termination of this Contract. Upon failure to return North Sound BHO and/or DSHS property within 10 working days of the termination of this Contract, Contractor and any applicable subcontractors shall be charged with all reasonable costs of recovery, including transportation and attorney’s fees. Contractor and any applicable subcontractors shall protect and preserve any property of North Sound BHO and/or DSHS that is in the possession of Contractor and any applicable subcontractors pending return to North Sound BHO and/or DSHS.

c. North Sound BHO shall be liable for and shall pay for only those services authorized and provided through the date of termination. North Sound BHO may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by North Sound BHO. Should either party terminate the contract, Contractor shall be responsible to provide all mental health services through the end of the month for which they will invoice North Sound BHO.
THIS CONTRACT, consisting of 29 Pages, plus Exhibits, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

NORTH SOUND BHO

Joe Valentine  Date  Regina Delahunt  Date
Executive Director  Date  Director

WHATCOM COUNTY
WHATCOM COUNTY

JACK LOUWS
County Executive

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  )

On this _____ day of _______________, 2017, 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, Deputy Prosecuting Attorney

10/23/17
Date
STATEMENT OF WORK

PURPOSE STATEMENT
The purpose of this Contract is to promote recovery and resilience to individuals with a serious mental illness (SMI) or a serious emotional disturbance (SED) and to provide services that are in alignment with North Sound BHO’s Strategic Priorities and in accordance with federal and state MHBG requirements.

1. STATEMENT OF WORK SUN COMMUNITY RECOVERY HOUSING

Priority Population
This project will serve Individuals who are homeless with a Serious Mental Illness (SMI), discharging from psychiatric inpatient facilities/institutions and jail/prison settings. Individuals discharging from Western State Hospital are given the highest priority.

Program Activities
Individuals residing at the Sun House Emergency Shelter will receive housing case management and support in their recovery. Services provided to individuals residing at the house will include, but not be limited to, the following:

a. A safe and private room;
b. Nutritious meals and snacks;
c. Bathing and laundry facilities; and
d. Medication monitoring.

Staff will provide support and referrals to individuals to promote recovery. Ensuring appointments are made and kept, facilitate arrangements for transportation to appointments and implement goals on an individual’s support plan. Staff shall advocate for the residents by setting up phone calls and meetings with people important to the individual’s well-being and success, staff are available to residents for conversation and guidance, to provide modeling and intervention in negotiating social skills to encourage and support therapeutic family and social relationships.

Staff teach cooking, hygiene and independent living skills and ensure that individual basic needs are met for hygiene, food and warmth. Staff members intervene appropriately and without judgment to individuals who are intoxicated or under the influence of street drugs. Staff members are trained to recognize methamphetamine-induced psychosis, heroin-induced behavioral changes, and symptoms of intoxication. Mental Health symptoms are evaluated throughout the day and documented to establish a baseline so staff members know when an individual is experiencing an increase in symptoms that requires intervention.
Cultural preferences of individuals residing at the house are documented and cultural sensitivity training is provided to staff on a regular basis and as needed. Needs and preferences of an individual are documented in the support plan. Contractor shall serve 11 unduplicated individuals and provide a 24/7/365 service.

2. **STATEMENT OF WORK COMMUNITY OUTREACH AND RECOVERY SUPPORT (CORS)**
The CORS team will serve as a specialty outreach group focused on individuals in the community who are experiencing chronic homelessness or unstable housing as a result of their mental illness. Through recovery support outreach and a targeted approach, the CORS team will provide assistance in accessing stable housing, healthcare, food, vocational training and other necessities.

The CORS team will be based at the Compass Health Whatcom Main Clinic on McLeod Avenue in Bellingham, however, the majority of the work will be performed in the community at sites serving the homeless or in housing programs. Services will be predominately provided at Light House Mission and Francis Place with community outreach occurring at other sites serving homeless or newly housed individuals as needed. CORS staff will facilitate support and connection to appropriate service areas including psychiatric services, outpatient therapy, Crisis Triage, Crisis Prevention and Intervention Team (CPIT), etc. Services provided will include screening, assessments, treatment planning and treatment delivery, case management, and recovery support. Peer support activities will include the use of EBPs such as Motivational Interviewing, Illness Management and Recovery (IMR), and Wellness Recovery Action Planning (WRAP).

Community Outreach and Recovery Support Clinicians and Peers will be available to partner with IOP team members, Projects for Assistance in Transition from Homelessness (PATH) and Outpatient Clinicians to provide peer support with specific client needs as approved and directed by the CORS supervisor. The CORS Team will provide flexible supports to ensure intensive services are as responsive and accessible as possible.
Title V - Section 1913

Section 1913:

(a)(1)(C) In the case for a grant for fiscal year 2006, the State will expend for such system [of integrated services described in section 1912(b)(3)] not less than an amount equal to the amount expended by the State for the fiscal year 1994.

[A system of integrated social services, educational services, juvenile services and substance abuse services that, together with health and mental health services will be provided in order for such children to receive care appropriate for their multiple needs (which includes services provided under the Individuals with Disabilities Education Act)].

(b)(1) The State will provide services under the plan only through appropriate, qualified community programs (which may include community mental health centers, child mental-health programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental-health primary consumer-directed programs).

(b)(2) The State agrees that services under the plan will be provided through community mental health centers only if the centers meet the criteria specified in subsection (c).

(C)(1) With respect to mental health services, the centers provide services as follows:

(A) Services principally to individuals residing in a defined geographic area (referred to as a “service area”).
(B) Outpatient services, including specialized outpatient services for children, the elderly, individuals with a serious mental illness, and residents of the service areas of the centers who have been discharged from inpatient treatment at a mental health facility.
(C) 24-hour-a-day emergency care services.
(D) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services.
(E) Screening for patients being considered for admissions to State mental health facilities to determine the appropriateness of such admission.

(2) The mental health services of the centers are provided, within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay for such services.

(3) The mental health services of the centers are available and accessible promptly, as appropriate and in a manner, which preserves human dignity and assures continuity and high quality care.
INDEPENDENT PEER REVIEW PROCEDURES

The Mental Health Block Grant (MHBG) requires DBHR to ensure an independent peer review process is implemented in Washington State. Individuals who have contract monitoring, certification, or funding decision-making responsibilities for the providers cannot complete peer reviews, therefore DBHR staff cannot conduct peer reviews.

1. Definitions for purposes of this program:
   a. “Independent” means an entity not bound by or committed to, or affiliated with a larger controlling unit; in this case Department of Social and Health Services, Behavioral Health Administration, Division of Behavioral Health and Recovery or Behavioral Health/Associated Service Organizations.
   b. “Quality” for purposes of this section, is the provision of treatment services which, within the constraints of technology, resources, and Individual circumstances, will meet accepted standards and practices which will improve Individual health and safety status in the context of Recovery.
   c. “Appropriateness” for purposes of this section, means the provision of treatment services consistent with the individual's identified clinical needs and level of functioning.

2. Peer Review:
   a. Is NOT a monitoring, licensing, or auditing process,
   b. Is performed by practicing professionals, and is based on professional trust and understanding,
   c. Is an educational process for both the professional being reviewed and the professional conducting the review. As such, the process serves to stimulate professional growth and strengthen the entire profession, and
   d. Provides a supportive environment where professionals identify program strengths and challenges; and, provide guidance, and advice for improving the quality of care.
   e. General timeline for peer review activities:
      i. February: Participating BHOs, MHBG providers, and peer reviewers will be identified,
      ii. Early Spring: Training for volunteer peer reviewers,
      iii. May – June: Peer review site-visits occur,
      iv. By July 30: Final peer review reports completed and submitted to DBHR.

3. Selection Process:
   a. BHO must provide DSHS with a list of MHBG providers by March 1 of each year beginning 2017.
   b. BHO must provide the names of at least three (3) volunteer Mental Health Professionals to be peer reviewers.
      i. All volunteer peer reviewers must sign a disclaimer for each MHBG provider they are reviewing to ensure they do not have any conflicts of interest, including financial.
      ii. Volunteer peer reviewers will review MHBG funded providers from other BHOs.
   c. DSHS will work in coordination with volunteer peer reviewers to make travel and lodging arrangements for peer review orientation and site reviews. DSHS will reimburse lodging, travel miles, meals, and parking costs.

4. Peer Reviewers:
   a. Peer Reviewers are volunteer Mental Health Professionals (MHPs).
   b. Peer Reviewers will work as a team of at least two (2) and no more than four (4).
   c. Peer Review Team will review at least (2) MHBG providers.
d. Peer Reviewers can receive up to 32 CEUs.
e. Peer Reviewers will:
   i. Schedule site visits,
   ii. Interview program staff chosen by the provider,
   iii. Review a minimum of 5% of the agency’s records for active clients, or 5 records, whichever is smaller.
f. Main responsibilities are to:
   i. Assist the provider to identify program strengths and challenges.
   ii. Assess needs and make recommendations for technical assistance and training to improve skills and improve quality and appropriateness of treatment and recovery services.
   iii. Recommend possible changes in service delivery patterns to improve the quality and appropriateness of treatment and recovery services.
   iv. Complete a Peer Review report for each program reviewed, in a format provided by DBHR, and within the following timeline:
      (a) Within 10 days of the site visit, the reviewer sends a draft report to the provider for their review and comments. The provider has 10 days from the receipt of the draft report to return their comments, if any, to the reviewer.
      (b) Within 10 days of receiving the provider’s comments the reviewer completes the final report; and,
      (c) E-Mails a copy of the final report to the provider and to DBHR with a courtesy copy to the managing Behavioral Health Organization.
      (d) Provide suggestions and recommendations regarding the effectiveness of the Peer Review program and modifications to program tools, training and procedures.

5. Organizational Roles and Responsibilities:

a. The MHBG Community Mental Health Agency:
   i. Coordinates with the peer reviewers to schedule the site visit. Each review is usually no less than four hours but no more than six.
   ii. Selects one or two key staff to participate in the site visit interviews.
   iii. Shares copies of brochures and community educational materials distributed by the agency with peer reviewers.
   iv. Randomly selects and arranges five or 5% of patient records from the caseload of currently active clients for peer review purpose only.
   v. Completes a peer review process evaluation form.
   vi. Within 10 days, reviews and comments on the draft peer review report of their program.
   vii. Each program review becomes part of the recommendations presented by the Behavioral Health Advisory Council (BHAC) to DBHR Director for consideration in behavioral health strategic planning.

b. The Behavioral Health Advisory Council (BHAC):
   i. Oversees the peer review process in Washington State.
   ii. Reviews a compilation of summary reports from the Peer Reviewers.
   iii. Merges the individual reports into a document that summarizes:
      (a) Program characteristics.
      (b) Program strengths.
      (c) Program challenges.
(d) Reviewers' recommendations.
(e) Requests or suggestions for technical assistance and training.

iv. Submits a final report, with recommendations, to the Director of the Division of Behavioral Health and Recovery.

c. The Division of Behavioral Health and Recovery (DBHR):

i. DBHR supports BHAC and their role in overseeing the Peer Review Program by:

(a) Incorporating a clause in the contract of all programs receiving federal block grant funding that explains the provider's responsibility to participate in the Peer Review process.
(b) Mailing the annual peer review recruitment letters to all certified MHBG mental health agencies and professional organizations.
(c) Providing staff support to the BHAC to arrange meetings, provide written materials.
(d) Providing an orientation and training to Peer Reviewers, prior to making site visits. Trainings are, approximately four hours long. The training is designed to bring consistency to the peer review process and will include information regarding:

Training tools, forms, and support services that may be available to the provider;

(A) Scheduling the site visit;
(B) Structuring/organizing the peer review day;
(C) Using the peer review forms and information gathering tools;
(D) Maintaining confidentiality of patient and provider information;
(E) Writing the individual peer review reports;
(F) Making travel arrangements and completing the reimbursement forms; and,
(G) Meeting reporting deadlines.

ii. For each annual Peer Review process, DBHR maintains records of the following:

(a) A listing of the providers reviewed and the dates of the peer review site-visits.
(b) A listing of the peer reviewers.
(c) A copy of summary peer review reports.
(d) A copy of the summary recommendations to the Director of the Division of Behavioral Health and Recovery.

iii. After each review period, DBHR will:

(a) Make appropriate changes to forms used during the Peer Review program in response to recommendations from peer reviewers and providers.
(b) Provide up to 32 CEUs to each peer reviewer. CEUs are determined based on number of hours spent conducting a review.
(c) Send to each participating provider a copy of the recommendations document presented to DBHR's Director.
# MENTAL HEALTH BLOCK GRANT

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<th>YTD Undup. # Served</th>
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<th>Total for Children with a SED</th>
<th>Non-Direct Service Activities</th>
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<td>Engagement Services - Costs associated with providing evaluations, assessments, and outreach to assist persons with mental health issues, and their families to engage in mental health services:</td>
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<td>Medication Services - Costs associated with providing medication and related laboratory services for persons with mental illness:</td>
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<td>Total for Adults with a SMI</td>
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<td>Skill Building (social, daily living, cognitive)</td>
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<td>Recovery Support Services - Costs associated with the development and provision of support services that focus on improving the ability of persons with mental health issues to live a self-directed life, and strive to reach their full potential:</td>
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<td>Other Supports - Costs associated with providing unique services for persons with mental health issues:</td>
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<td>Intensive Support Services - Costs associated with providing intensive, therapeutic, coordinated and structured support services to help stabilize and support persons with mental illness:</td>
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<td>Multi-systemic Therapy</td>
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<td>Out of Home Residential Services - Costs associated with providing out of home stabilization and/or residential services in a safe and stable environment for persons with mental health issues:</td>
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<td>Acute Intensive Services - Costs associated with providing acute intensive services requiring immediate intervention for persons with apparent mental health issues:</td>
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<td>24/7 Crisis Hotline Services</td>
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The 10 Fundamental Components of Recovery

**Self-Direction:** Individuals lead, control, exercise choice over, and determine their own path of recovery by optimizing autonomy, independence, and control of resources to achieve a self-determined life. By definition, the recovery process must be self-directed by the individual, who defines his or her own life goals and designs a unique path towards those goals.

**Individualized and Person-Centered:** There are multiple pathways to recovery based on an individual's unique strengths and resiliencies as well as his or her needs, preferences, experiences (including past trauma), and cultural background in all of its diverse representations. Individuals also identify recovery as being an ongoing journey and an end result as well as an overall paradigm for achieving wellness and optimal mental health.

**Empowerment:** Individuals have the authority to choose from a range of options and to participate in all decisions—including the allocation of resources—that will affect their lives, and are educated and supported in so doing. They have the ability to join with other individuals to collectively and effectively speak for themselves about their needs, wants, desires, and aspirations. Through empowerment, an individual gains control of his or her own destiny and influences the organizational and societal structures in his or her life.

**Holistic:** Recovery encompasses an individual's whole life, including mind, body, spirit, and community. Recovery embraces all aspects of life, including housing, employment, education, mental health and healthcare treatment and services, complementary and naturalistic services, addictions treatment, spirituality, creativity, social networks, community participation, and family supports as determined by the person. Families, providers, organizations, systems, communities, and society play crucial roles in creating and maintaining meaningful opportunities for individual access to these supports.

**Non-Linear:** Recovery is not a step-by-step process but one based on continual growth, occasional setbacks, and learning from experience. Recovery begins with an initial stage of awareness in which a person recognizes that positive change is possible. This awareness enables the individual to move on to fully engage in the work of recovery.

**Strengths-Based:** Recovery focuses on valuing and building on the multiple capacities, resiliencies, talents, coping abilities, and inherent worth of individuals. By building on these strengths, individuals leave stymied life roles behind and engage in new life roles (e.g., partner, caregiver, friend, student and employee). The process of recovery moves forward through interaction with others in supportive, trust-based relationships.
**Peer Support:** Mutual support—including the sharing of experiential knowledge and skills and social learning—plays an invaluable role in recovery. Individuals encourage and engage other individuals in recovery and provide each other with a sense of belonging, supportive relationships, valued roles, and community.

**Respect:** Community, systems, and societal acceptance and appreciation of individuals—including protecting their rights and eliminating discrimination and stigma—are crucial in achieving recovery. Self-acceptance and regaining belief in one’s self are particularly vital. Respect ensures the inclusion and full participation of individuals in all aspects of their lives.

**Responsibility:** Individuals have a personal responsibility for their own self-care and journeys of recovery. Taking steps towards their goals may require great courage. Individuals must strive to understand and give meaning to their experiences and identify coping strategies and healing processes to promote their own wellness.

**Hope:** Recovery provides the essential and motivating message of a better future—that people can and do overcome the barriers and obstacles that confront them. Hope is internalized; but can be fostered by peers, families, friends, providers, and others. Hope is the catalyst of the recovery process. Mental health recovery not only benefits individuals with mental health disabilities by focusing on their abilities to live, work, learn, and fully participate in our society, but also enriches the texture of American community life. America reaps the benefits of the contributions individuals with mental disabilities can make, ultimately becoming a stronger and healthier Nation.
## CONTRACT DELIVERABLES

### NORTH SOUND BHO-WHATCOM-MHBG-17-18

**CONTRACT DELIVERABLES**

*July 1, 2017 – June 30, 2018*

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<tr>
<th>DESCRIPTION</th>
<th>DUE DATES</th>
<th>Contract Reference</th>
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<tbody>
<tr>
<td>1. Concurrent with the execution of this Agreement Contractor shall furnish North Sound BHO with a copy of the explicit written authorization of their governing bodies to enter into this Agreement and accept the financial risk and responsibility to carry out all terms of this Agreement including the ability to pay for all expenses incurred during the contract period.</td>
<td>7/14/17</td>
<td>B.4</td>
</tr>
<tr>
<td>2. Contractor shall submit a final report on the measures and outcomes identified in the agreement on the progress report template provided.</td>
<td>7/14/18</td>
<td>Exhibit A</td>
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<tr>
<td>3. Contractor shall maintain Commercial General Liability Insurance (CGL). If the Contractor is not a member of a risk pool, the Contractor shall carry CGL to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $1,000,000 General Aggregate - $2,000,000. All non-risk pool policies shall name North Sound BHO as a covered entity under said policy(s).</td>
<td>7/14/17</td>
<td>B.15</td>
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<tr>
<td>4. Provide a monthly invoice using Exhibit D Expenditure Report.</td>
<td>By the 10th of each month</td>
<td>D.2</td>
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<tr>
<td>5. Contractor shall notify North Sound BHO in writing of any agreement to subcontract any services under this contract. Contractor shall furnish a written copy of any agreement with another provider to subcontract services under this contract within 15 days.</td>
<td>Within 15 days of executing a subcontract for services under this agreement.</td>
<td>E.28</td>
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Mental Health Federal Block Grant Reports
SFYs 2017 & 2018

<table>
<thead>
<tr>
<th>BHO Contact Person(s):</th>
<th>Primary (Margaret Rojas)</th>
<th>Backup (Matthew Rudow)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number:</td>
<td><a href="mailto:margaret_rojas@northsoundbho.org">margaret_rojas@northsoundbho.org</a></td>
<td><a href="mailto:matthew_rudow@northsoundbho.org">matthew_rudow@northsoundbho.org</a></td>
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<td>360.416.7013</td>
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Submit completed forms to deliverables@northsoundbho.org

**Deliverable Report Due August 1, 2018,** for services provided 07/03/2017 – 06/30/2018.

**Deliverable Report**

**Instructions:** Provide a summary of actions taken to increase meaningful Consumer involvement (commonly referred to as Consumer Voice) in the development and/or provision of services. Please be sure to include short notations about Peer-run or influenced projects.

**Deliverable:** Report and describe efforts undertaken to incorporate cultural competency (“Cultural Competence,” as defined within Special Terms and Conditions) into the delivery of services, especially during subcontractor reviews; and actions taken that demonstrate efforts to effectively work with Tribes within Contractor’s service area:

**Deliverable:** Provide a short summary of progress made towards achievement of Contractor’s Performance Measures; including barriers encountered and steps taken to remove barriers:

**Progress Made:**

<table>
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<tr>
<th>Barriers Encountered:</th>
<th>Steps Taken to Remove Barriers:</th>
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**Deliverable:** Provide a short Summary/List of “Lessons Learned,” to date; including any comments or recommendations that will improve future service outcomes:
### 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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<td>DG</td>
<td>9/19/17</td>
<td></td>
<td>11/8/17</td>
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<td>10/24/17</td>
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<td>K. Christensen</td>
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<td>Dept. Head:</td>
<td>J. Hutchings</td>
<td>10/26/17</td>
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<tr>
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<td>AG</td>
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<td>B. Bennett</td>
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<tr>
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<td>J. Louws</td>
<td>10/30/17</td>
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### TITLE OF DOCUMENT:

Interlocal Agreement with City of Bellingham and Lake Whatcom Water & Sewer District for Lake Whatcom Tributary Monitoring – Water Years 2018-2020

### ATTACHMENTS:

Memo, Contract Information Sheet, and Interlocal Agreement with related exhibits

<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>
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<td>( ) NO</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.)

The purpose of this Interlocal agreement is to establish cost sharing between the County, City and District for the Lake Whatcom Tributary monitoring program. The upcoming tributary monitoring program will provide continued water quality monitoring of tributaries flowing into Lake Whatcom beginning fall of 2017 through the end of 2020. The program will assist Whatcom County and the other jurisdictions in implementing management actions that improve water quality in Lake Whatcom and tributaries. Primary objectives include identifying phosphorus and fecal coliform concentrations in tributaries.

### COMMITTEE ACTION:

<table>
<thead>
<tr>
<th>COUNCIL ACTION:</th>
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<table>
<thead>
<tr>
<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).
MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Kirk Christensen, Stormwater Supervisor

DATE: October 24, 2017

RE: Interlocal Agreement for Lake Whatcom Tributary Monitoring Program - Water Year 2018 - 2020

Please find attached for your review and approval three (3) originals of an Interlocal agreement between the City of Bellingham (City), Lake Whatcom Water & Sewer District (District), and Whatcom County (County) for the upcoming Lake Whatcom Tributary Monitoring Program - Water Years 2018 – 2020.

Background and Purpose
The purpose of this Interlocal agreement is to establish cost sharing between the County, City and District for the Lake Whatcom Tributary monitoring program. The upcoming tributary monitoring program will provides continued water quality monitoring of tributaries flowing into Lake Whatcom beginning fall of 2017 through 2020. The program will assist Whatcom County and the other jurisdictions in implementing management actions that improve water quality in Lake Whatcom and tributaries. Primary objectives include identifying phosphorus and fecal coliform concentrations in tributaries. Major tasks include collection of storm flow samples, quarterly base flow monitoring, laboratory analysis and targeted tributary monitoring.

Funding Amount and Source
The County will manage a consultant contract for the tributary water quality monitoring and will be reimbursed by the City and the District. Costs shared among the three agencies will be as follows:

- County (45%) $125,900.55
- City (45%) $125,900.55
- District (10%) $27,977.90
Agreement total $279,779.00

Please contact Daniel Goger at extension 6312 if you have any questions or concerns regarding the terms of this agreement.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Public Works  
**Division/Program:** Stormwater-NPDES  
**Contract or Grant Administrator:** Kirk Christensen P.E., Stormwater Supervisor  
**Contractor’s / Agency Name:** COB, LWWSD

<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>
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If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:  

<table>
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<tr>
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<th>Yes ☑ No ☐</th>
<th>If No, include WCC:</th>
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<tbody>
<tr>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
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<th>If yes, grantor agency contract number(s):</th>
<th>CFDA#:</th>
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<table>
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<th>Is this contract grant funded?</th>
<th>Yes ☑ No ☐</th>
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<th>Is this contract the result of a RFP or Bid process?</th>
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<table>
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<th>Is this agreement excluded from E-Verify?</th>
<th>Yes ☑ No ☐</th>
<th>If no, include Attachment D Contractor Declaration form.</th>
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</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.

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<th>Contract Amount: (sum of original contract amount and any prior amendments):</th>
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</table>

| This Amendment Amount: | |
|-----------------------| $          |

<table>
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<tr>
<th>Total Amended Amount:</th>
<th>$</th>
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**Summary of Scope:** Interlocal funding agreement between Whatcom County, City of Bellingham, Lake Whatcom Water to provide cost sharing for the 2017-2020 Lake Whatcom Tributary Monitoring Program.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>Expiration Date: 4/30/2021</th>
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**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 Routing:**

1. Prepared by: Daniel Goger  
2. Attorney signoff: Daniel L. Gibson  
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:**

- Daniel Goger: 9/19/2017  
- Daniel L. Gibson: 9/28/17  
- bbennett: 9/21/17  
- **Date: 10-27-17**
2017-2020 INTERLOCAL AGREEMENT
CITY OF BELLINGHAM, LAKE WHATCOM WATER & SEWER DISTRICT & WHATCOM COUNTY FOR THE LAKE WHATCOM MANAGEMENT PROGRAM
TRIBUTARY MONITORING – WATER YEAR 2018-2020

WHEREAS, the City of Bellingham, 210 Lottie Street, Bellingham, WA 98225 ("City"); Lake Whatcom Water and Sewer District, 1010 Lakeview Street, Bellingham, WA 98226 ("District"); and Whatcom County, 311 Grand Ave, Bellingham, WA 98225 ("County"), desire to continue an arrangement wherein the County will provide funding for the payment of consultants to perform work in relation to Lake Whatcom watershed tributary monitoring to the mutual advantage of each jurisdiction; and

WHEREAS, the County, City, and District jointly adopted the Lake Whatcom Reservoir Management Program through County Council Resolution No. 2000-027, City Council Resolution No. 2000-14, and Lake Whatcom Water & Sewer District Resolution No. 636; and

WHEREAS, in the 2015-2019 Lake Whatcom Management Work Plan, Program Area 4 "Monitoring & Data", it states the Program will "Collect and manage data to increase our understanding of water quality and pollution sources, and to guide management decisions."

WHEREAS, this enhanced data collection will be used to more accurately characterize pollutant loading and assist in the verification of lake response models and analysis of priority areas and management options; and

WHEREAS, in the process established pursuant to the Lake Whatcom Management Program, the County was designated as the contract administrator for the Lake Whatcom Tributary Monitoring Program; and

WHEREAS, the County Administration, in coordination with City and District staff, selected Brown and Caldwell Consultants for the Lake Whatcom tributary monitoring; and

WHEREAS, it is in the best interest of each party to enter into this Interlocal Agreement,

NOW THEREFORE, the City, District, and County agree as follows:

I. **Purpose:** The purpose of this agreement is to set the terms whereby the City and District will make funds available to the County to support Lake Whatcom watershed tributary monitoring conducted by Brown and Caldwell Consultants.

II. **Administration:** No new or separate legal or administrative entity is created to administer the provisions of this agreement.

III. **Whatcom County Responsibilities:** The County hereby agrees to pay Brown and Caldwell for costs associated with Lake Whatcom Watershed Tributary Monitoring and provide deliverables to the City and District as described in Exhibit A and budgeted in Exhibit B.
IV. City of Bellingham Responsibilities: The City hereby agrees to reimburse the County an amount not to exceed the total budget allocated to the City as shown in Exhibit B.

V. Lake Whatcom Water and Sewer District Responsibilities: The District hereby agrees to reimburse the County an amount not to exceed the total budget allocated to the District as shown in Exhibit B.

VI. Payment: All payments under this contract are considered reimbursement for services rendered. Each request for payment herein is to be submitted in the usual form of a claim for services rendered supported by detailed documentation of the services actually performed so as to comply with auditing requirements. Payment shall be upon approved claims and in accordance with customary procedures. The City and District will compensate the County for services rendered within thirty (30) days following receipt of a detailed invoice, provided all other terms and conditions of the contract have been met and are certified as such by the County.

VII. Term: This Agreement shall be effective for services performed beginning upon County Council approval of the contract with Brown and Caldwell and extending through completion of scope of work identified in Exhibit A, but not later than April 30, 2021. The Agreement may be renewed by mutual written agreement of all of the parties hereto. It may be terminated by any party upon the giving of ninety (90) days written notice to the others, at which time any remaining financial obligations shall be paid in full according to the provisions of “VI. Payment” stated above.

VIII. Responsible Persons: The persons responsible for administration of this Agreement shall be the Whatcom County Public Works Department Director, the City of Bellingham Public Works Department Director, and the Lake Whatcom Water and Sewer District General Manager, or their designees.

IX. 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 products of the tributary monitoring work performed pursuant hereto, shall be deemed the property of each of the parties to this agreement.

X. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other parties harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.

XI. Modifications: 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. Recordation: Upon execution of this Agreement, Whatcom County shall file a copy
of it with the office of its County Auditor or make it accessible on its web site or other
electronically retrievable public source, pursuant to the requirements of RCW
39.34.040.

IN WITNESS WHEREOF, the parties have signed this Agreement this _________ day
of ____________________, 2017.

CITY OF BELLINGHAM:

Kelli Linville, Mayor                  Date

Attest:

Brian Henshaw, Finance Director

STATE OF WASHINGTON

) ss.

County of Whatcom

On this ___ day of ____________ , 2017, before me personally appeared KELLI LINVILLE,
to me known to be the Mayor of the 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 appointment expires: ________________ .
WHATCOM COUNTY:

Approved as to form:

Daniel L. Gibson
Chief Civil Deputy Prosecutor

Approved:

Accepted for Whatcom County:

Jack Louws
Whatcom County Executive

STATE OF WASHINGTON
County of Whatcom

On this _____ day of _____________, 2017, 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 appointment expires: ______________.
Lake Whatcom Water and Sewer District:

Approval recommended:

________________________________________
Patrick Sorensen  
General Manager

Approved:

________________________________________
Laura L. Weide, President  
District Board of Commissioners

STATE OF WASHINGTON  

) ss.

COUNTY OF WHATCOM  

On this _________ day of ______________________, 2017, before me personally appeared LAURA WEIDE, to me known to be the President of the LAKE WHATCOM WATER AND SEWER DISTRICT BOARD OF COMMISSIONERS 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:

________________________________________
Attorney for Lake Whatcom Water and Sewer District
EXHIBIT A: Scope of Work
Lake Whatcom Tributary Monitoring, 2018 – 2020 Water Years

Introduction

Whatcom County selected the Brown and Caldwell (BC) team to conduct the Lake Whatcom Tributaries Monitoring Program for the 2018 to 2020 water years. The program will last three years and begin in Fall of 2017 and extend though the end of 2020. BC led Phases I and II of the monitoring program which was implemented since 2006. This Scope of Work (SOW) for the next phase of work is based on the results of Phase I and II and recent communications with Whatcom County staff.

This SOW includes four tasks:

1. Quality Assurance Project Plan
2. Routine tributary monitoring
3. Targeted monitoring
4. Project management

The following sections of this SOW describe the activities, deliverables, schedules, and assumptions for each of these tasks.

Task 1. Prepare Quality Assurance Project Plan

BC will prepare a draft Quality Assurance Project Plan (QAPP) for the 2018–2020 water years program in accordance with Ecology’s guidelines. The QAPP will specify the new monitoring objectives, locations, parameters, field and laboratory methods, QA/QC, and data evaluation procedures.

The County project manager (PM) will circulate the draft QAPP to the Lake Whatcom Data Team review and comment. The County PM will consolidate the comments and resolve any conflicting comments BC will participate in a conference call to discuss the comments. BC will then prepare a revised version of the QAPP.

Deliverables

- Draft QAPP
- Revised QAPP

Assumptions

- BC will modify the Phase II monitoring plan to serve as the 2018-2020 Water Years QAPP.
- The County, City of Bellingham (COB), and District will provide summary information on potentially relevant monitoring activities by others (e.g., Western Washington University (WWU)).
- COB will provide information on currently operational stream and precipitation gages in the watershed.
- The County will resolve any internal conflicting comments on the draft QAPP before passing them on to BC.
- Two BC staff will participate in a two-hour conference call to discuss comments on the draft QAPP.
- All deliverables will be in electronic format.
Task 2. Conduct Routine Storm Event and Baseflow Tributary Monitoring

The BC team will perform routine storm event and baseflow tributary monitoring in accordance with the QAPP. This will involve tracking weather to identify suitable sampling events, preparing for sampling, mobilizing teams, and manually collecting water samples, estimating flows, coordinating laboratory analysis, and performing data quality reviews.

BC will track the weather and mobilize for sampling when there is a significant probability of precipitation forecasted for a runoff-producing storm event (e.g., >0.5 inches during a 24-hour period). The sampling team will arrive on site as close as possible to the beginning of runoff-producing rainfall in an effort to sample during the rising limb of the hydrograph.

In Year 1, the BC team will collect storm event samples from the same tributaries as Phase II except for three locations (Silver Beach Creek, Euclid Creek, and Austin Creek) that will be sampled by WWU. A total of 29 tributary locations will be sampled (2 panels with ten locations and one panel with nine locations). Each panel will be sampled twice during the year. All samples will be analyzed for TP and TSS. Ten percent of the samples from all sites will also be analyzed for SRP. Samples collected from the tributaries included in the fecal coliform TMDL will also be analyzed for fecal coliform. During each storm sampling event, BC will estimate flow at each sampling location.

In addition to storm event sampling, BC will conduct quarterly monitoring at each tributary location. The quarterly sampling will be conducted during baseflow conditions. Twenty sites will be sampled once per quarter during Year 1. The samples will be analyzed for the same parameters as the storm event samples (including SRP and fecal coliform in a subset of the samples).

After each sampling round, BC will perform a data quality review of the laboratory analytical results using the criteria described in the QAPP. BC will send a brief e-mail to the County PM after each round.

At the end of the first year of routine tributary monitoring, BC will evaluate the monitoring results and develop draft recommendations for adjustments to the monitoring program, including elimination of redundant sites as well as sites located in areas where new development and/or stormwater BMPs are not anticipated. BC will attend a Data Team meeting to discuss the first year of monitoring results and potential refinements to the tributary monitoring program. BC will revise the QAPP accordingly. Monitoring in Years 2 and 3 will follow the revised QAPP.

BC will prepare a draft report after Year 3 of the 2018-2020 water years monitoring has been completed. The draft report will describe the 2018-2020 water years monitoring activities, analytical results, and key findings.

The County PM will coordinate review of the draft with COB, the District, and other Data Team members as appropriate and resolve any conflicting comments before passing them on to BC. If necessary, BC will participate in a conference call with the County and the Data Team to discuss the comments. BC will then revise the 2018-2020 water years report.

The scope of this task could vary depending on the Year 1 findings. If the Year 1 findings affect the routine tributary monitoring scope, BC will work with the County to amend the scope and budget for Task 2.

Assumptions for Cost Estimate:
- The 2018-2020 water years monitoring program will last three years.
In Year 1, storm event sampling will be performed on 29 tributary locations using a rotating panel approach. The 29 sites will be divided into three panels and one panel will be sampled per storm event.

- Each panel will be sampled up to twice per year if practical (i.e., depending on weather)
- During each storm sampling event, the BC team will collect a grab sample from each location in the panel and repeat this process until each location has been sampled three or four times. The total number of grab samples may vary depending on the storm intensity and duration. A sampling event may last up to 12 hours. The grab samples from each location will be combined to form one composite sample for laboratory analysis.
- If a predicted storm event fails to generate a discernible increase in stream flow, the sampling team will collect one grab sample at each location in the panel.
- Field staff will estimate flow at sampling locations that do not have a stream flow gage.
- All samples will be analyzed for TP and TSS. Ten percent of samples will also be analyzed for SRP.
- Samples collected from 9 of the 11 tributaries included in the bacteria TMDL will also be analyzed for fecal coliform bacteria (two of the 11 are being sampled by WWU).
- During Year 1, baseflow samples will be collected from 20 tributaries four times per year. One grab sample will be collected from each site during each base flow sampling event.
- Baseflow samples will be analyzed for the same parameters as the storm event samples.
- Samples will be analyzed by a state-accredited laboratory with expertise in phosphorus analyses.
- If the County decides that changes are needed based on the Year 1 sampling results, BC will revise the QAPP accordingly. In addition, BC will work with the County project manager to revise the scope and budget for Years 2 and 3 if necessary.
- The cost estimate assumes that the storm event and quarterly baseflow sampling in Years 2 and 3 will be the same as Year 1, except that only 20 sites will be sampled. The storm event sampling will include two panels of ten sites each. Each panel will be sampled twice per year.
- The quarterly baseflow sampling in Years 2 and 3 will consist of four rounds of sampling at 10 sites, with one grab sample per site per round. The quarterly baseflow sampling will include the 9 tributaries included in the fecal coliform TMDL.
- The final report will be prepared after all three years of the 2018-2020 water years monitoring has been completed. It will include statistical summarics and discuss the key findings considering the 2018-2020 water years monitoring objectives.
- The County PM will coordinate review of the draft report with COB, the District, and other Data Team members as appropriate and resolve any conflicting comments before passing them on to BC.
- Two BC staff will participate in a two-hour conference call to discuss comments on the draft 2018-2020 water years report.
- All deliverables will be in electronic format.

Deliverables:
- Emails to notify the County PM of each sampling event
- Draft and final 2018-2020 water years monitoring report

**Task 3. Perform Targeted Monitoring**

BC understands that the County, COB, the District, or other Data Team members may identify additional data gaps or questions that require monitoring. If targeted monitoring is deemed necessary, the County PM will notify BC and provide background materials (e.g., maps of potential monitoring locations) as appropriate. BC will participate in a conference call with the County, COB, and the District to discuss the
specific questions/data needs and potentially appropriate monitoring strategies. If the monitoring would involve new locations, methods, or equipment, BC may conduct a site visit.

Upon authorization from the County PM, BC will conduct the targeted monitoring activities. The level of effort for this task will be limited to the allocated budget.

**Deliverables:**
- Deliverables for this task may vary.

**Assumptions**
- This task will be implemented on an “as-needed” basis, when authorized by the County PM.
- The cost estimate for this task assumes:
  - Up to seven additional rounds of storm event sampling at 12 sites
  - One composite sample per site per sampling event
  - All samples analyzed for TP and TSS, and 10% of samples analyzed for SRP
  - Samples from nine sites analyzed for fecal coliform bacteria
  - Results will be included in the 2018-2020 water years report

**Task 4. Project Management**

The BC PM will be responsible for consultant team supervision, QA/QC, and scope, budget and schedule control. BC will prepare monthly invoices and progress reports. The BC PM will maintain frequent communications with the County PM throughout this project.

**Deliverables:**
- Quarterly invoices and progress reports.

**Assumptions**
- The project duration is 36 months.
EXHIBIT “B”
BUDGET
Lake Whatcom Tributary Monitoring, Water Year 2018 – 2020

Jurisdictions will be responsible for ensuring that adequate resources are available to implement the Lake Whatcom Tributary monitoring as described below.

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<th>PROJECT BREAKDOWN</th>
<th>2017 through 2020</th>
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<td></td>
<td>Element Cost</td>
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<td>Task Cost</td>
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<tr>
<td><strong>Task 1: Prepare Quality Assurance Project Plan (QAPP)</strong></td>
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<tr>
<td>Brown and Caldwell, Salaries and Wages:</td>
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<td>• Subconsultants</td>
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<tr>
<td>Total Expense Efforts</td>
<td>$32,376</td>
</tr>
<tr>
<td>• Subconsultant</td>
<td></td>
</tr>
<tr>
<td>o Wilson Engineering</td>
<td>$28,414</td>
</tr>
<tr>
<td>o Laboratory Analysis</td>
<td>$3,173</td>
</tr>
<tr>
<td>• 2.5% Subconsultant Markup</td>
<td>$789</td>
</tr>
<tr>
<td><strong>Task 3: Project Management</strong></td>
<td>$30,956</td>
</tr>
<tr>
<td>Brown and Caldwell, Salaries and Wages:</td>
<td>$30,956</td>
</tr>
<tr>
<td>• Brown and Caldwell</td>
<td></td>
</tr>
<tr>
<td>174 hours for 5 staff at rates ranging from $115.00 - 259.00 per hour</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL COST</strong></td>
<td>$279,779</td>
</tr>
</tbody>
</table>

Each jurisdiction commits to paying properly incurred and invoiced expenses as follows:

- Whatcom County 45% (2017/Dec 2020 not to exceed $125,900.55)
- City of Bellingham 45% (2017/Dec 2020 not to exceed $125,900.55)
- Lake Whatcom Water & Sewer District 10% (2017/Dec 2020 not to exceed $27,977.90)

These commitments are based upon the following assumption: that the 2017/Dec 2020 budget does not exceed $279,779.00.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Initial</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td>PR PZR 10/29/2017</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>KHF 10/30/17</td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>BB 10/30/17</td>
</tr>
<tr>
<td>Executive:</td>
<td>YES 10/30/17</td>
</tr>
</tbody>
</table>

Agenda Date: 11/08/2017
Assigned to: Finance / Council

TITLE OF DOCUMENT: Permit System Replacement

ATTACHMENTS:
1. Cover Memo on Contract
2. Contract Information Sheet
3. Contract for Software and Services Agreement

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

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

Request approval for the County Executive to enter into an agreement between Whatcom County and Tyler Technologies, Inc. in the amount of $1,080,239.08 for one-time software licenses and professional services to implement a new permit system. In addition, the agreement has provisions for ongoing software support and maintenance payments beginning in 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.
MEMORANDUM

TO: Jack Louws, County Executive
   Whatcom County Council
FROM: Perry Rice, IT Manager
CC: Brian Johnson, IT Applications Supervisor
RE: Contract for New Permit System
DATE: October 30, 2017

Enclosed for your consideration is the proposed agreement between Whatcom County and Tyler Technologies, Inc. (Tyler) for one-time software licenses and professional services to implement a new permit system.

• Background and Purpose

Whatcom County Planning & Development Services and other departments have been using the Tidemark Advantage permit system 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 supported by the vendor. It has become increasingly difficult for Information Technology to keep this critical county system operational. The current system also lacks the ability for citizens and business partners to submit permit applications and view permit status online.

An independent consulting firm (SoftResources LLC) assisted the County with an organization wide needs assessment, specifications for a Request for Proposal (RFP) and assistance with vendor evaluation and selection. A multi-department committee selected Tyler from RFP #16-66 to acquire, implement and support a new permit system using their EnerGov Permitting and Land Management software.

• Funding Amount and Source

The amount of the agreement is $1,080,239.08. A high-level breakdown of the contract costs is provided below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tyler EnerGov One-Time Software Licenses</td>
<td>$514,989.08</td>
</tr>
<tr>
<td>Tyler Implementation Services</td>
<td>$565,250.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,080,239.08</strong></td>
</tr>
</tbody>
</table>
On October 24, 2017, County Council passed Amendment 1 to Ordinance No. 2014-085 which added $1,448,327 of expenditure authority to the Integrated Land Records and Permit Management System Fund. The one-time cost associated with this agreement is included in this expenditure authority.

The agreement also has provisions for $121,765.74 in ongoing software support and maintenance payments beginning in 2019. Expenditure authority for these costs will be requested in the 2019 – 2020 Biennial Budget.

- **Contact Information**

  Please contact Perry Rice at x5235 or Brian Johnson at x5245 if you have any questions or concerns regarding the terms of this agreement.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Information Technology</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program:</td>
<td>AS-IT-Technology</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Perry Rice – IT Manager</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Tyler Technologies, 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]

**Original Contract #:**

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

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

**If No, include WCC: 3.08.100**

**(Project Budget)**

(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 [x]  No [ ]

If yes, RFP and Bid number(s): RFP #16-66

**Contract Cost Center:**

**369100**

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

If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- [x] 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).
- [x] 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):

$ 1,080,239.08

**This Amendment Amount:**

$

**Total Amended Amount:**

$

One-Time Implementation = $1,080,239.08

Ongoing Maintenance Starts in 2019

Summary of Scope:

Agreement between Whatcom County and Tyler Technologies, Inc. in the amount of $1,080,239.08 for one-time software licenses and professional services to implement a new permit system. In addition, the agreement has provisions for ongoing software support and maintenance payments beginning in 2019.

**Term of Contract:**

Term: Ongoing

Expiration Date: Until vacated by either party

**Date:** 10/29/2017

**Contract Routing:**

1. Prepared by: [Signature]
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]

**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
CONTRACT FOR SOFTWARE AND SERVICES AGREEMENT
Permit System Replacement

Tyier Technologies, Inc., hereinafter called Contractor or Tyler, and Whatcom County, hereinafter referred to as County or Client, agree and contract as set forth in this Agreement, including:

License and Services Agreement................................................................. pp. 3 to 13
Section A – Definitions, ............................................................................. pp. 3 to 4
Section B – Software License, ................................................................. pp. 4 to 5
Section C – Professional Services, ........................................................... pp. 5 to 6
Section D – Maintenance and Support, .................................................... pp. 6 to 6
Section E – Third Party Products, ............................................................... pp. 6 to 7
Section F – Invoicing and Payment; Invoice Disputes, ................................ pp. 7 to 8
Section G – Termination, ........................................................................... pp. 8 to 8
Section H – Indemnification, Limitation of Liability and Insurance, .......... pp. 8 to 10
Section I – General Terms and Conditions, ............................................. pp. 10 to 13
Exhibit A (Investment Summary), ............................................................... pp. 14 to 20
Exhibit B (Invoice and Payment Policy), ................................................... pp. 21 to 22
Exhibit B, Schedule 1 (Business Travel Policy), ....................................... pp. 23 to 26
Exhibit C (Maintenance and Support Agreement), ................................. pp. 27 to 28
Exhibit C, Schedule 1 (Support Call Process), ........................................ pp. 29 to 31
Exhibit D (Third Party Terms – MyGovPay/VirtualPay and IVR) ................. pp. 32 to 33
Exhibit E (Statement of Work) ................................................................. pp. 34 to 100.

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 date of execution, and shall, unless terminated or renewed as elsewhere provided in the Agreement, continue perpetually unless otherwise terminated as provided in the License and Services Agreement.

The general purpose or objective of this Agreement is to acquire software and professional services to implement and maintain a new permit system in accordance with Request for Proposal (RFP) #16-86, 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 one-time software licenses and implementation services in this agreement shall not exceed $1,080,739.08. The provisions and cost for ongoing annual software maintenance and support fees can be found in Exhibit B, Section 1.2. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ________________, 20 ___.

CONTRACTOR:

[Signature]

Robert Kennedy-Jensen, Senior Corporate Attorney
Tyler Technologies, Inc.

STATE OF MAINE
COUNTY OF CUMBERLAND.

On this 1st day of November, 2017, before me personally appeared Robert Kennedy-Jensen to me known to
be the Senior Corporate Attorney of Tyler Technologies, Inc., 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 Maine, residing at _______________. My commission expires _______________.

________________________

ANDREA L. FRAVERT
Notary Public - Maine
My Commission Expires June 1, 2022

WHATCOM COUNTY:
Recommended for Approval:

[Signature] 11/1/2017

Information Technology Manager Date

Approved as to form:

[Signature] 11/1/17

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.

[Signature]

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

________________________

CONTRACTOR INFORMATION:

Tyler Technologies, Inc.
Name of Contractor

Robert Kennedy-Jensen, Senior Corporate Attorney
Name & Title of Signatory Authorized by Firm Bylaws, if applicable

Address:
One Tyler Drive, Yarmouth, ME 04096

Contract for Software and Services Agreement Permit System Replacement
LICENSE AND SERVICES AGREEMENT

SECTION A – DEFINITIONS

• "Agreement" means this License and Services Agreement.
• "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
• "Client" means Whatcom County in Bellingham, Washington.
• "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
• "Defined Named Users" means the number of named users that are authorized to use "Energov" labeled modules. The Defined Named Users for Energov labeled modules under this Agreement are set forth in the Investment Summary.
• "Developer" means a third party who owns the intellectual property rights to Third Party Software.
• "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
• "Effective Date" means the date on which your authorized representative signs the Agreement.
• "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
• "Investment Summary" means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
• "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
• "Maintenance and Support Agreement" means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
• "Statement of Work" means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
• "Support Call Process" means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
• "Third Party Terms" means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
• "Third Party Hardware" means the third party hardware, if any, identified in the Investment
Summary.

- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- "Tyler Software" means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date for the number of Defined Named Users, as defined herein. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. To the extent Client purchases MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth at Exhibit D.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

**SECTION C – PROFESSIONAL SERVICES**

1. **Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours. We understand that this is a not to exceed contract and we will not incur time and materials expenses beyond the not to exceed amount without first executing a contract amendment.

3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide
implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of theTyler Software and any Third Party Products. Tyler acknowledges that all access to your facilities requires a County-designated escort and that remote access to the County’s servers and workstations shall be initiated upon request of County personnel.

7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

**SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

**SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in
accordance with our Invoicing and Payment Policy.

2. **Third Party Software.** Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. **Third Party Products Warranties.**

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. **Maintenance.** If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

**SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. **Invoicing and Payment.** We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues.
presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. **Force Majeure.** Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party’s patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and
information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with a Certificate of Insurance within ten (10) business days of the Effective Date. This insurance shall be considered as primary for claims under our Commercial General Liability and Automobile policies that arise out of this Agreement and are between the parties. Tyler agrees to waive all rights of subrogation for claims under our Commercial General Liability and Automobile policies that arise out of this Agreement and are between the parties. The County insurance shall be noncontributory.

**SECTION I – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, creed, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, veteran status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you
and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.

15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth below or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

   Address for Notices:
   Tyler Technologies, Inc. Whatcom County, WA
   One Tyler Drive 311 Grand Avenue, Ste. 305
   Yarmouth, ME 04096 Bellingham, WA 98225
   Attention: Chief Legal Officer Attention: IT Manager

16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will
not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to its rules on conflicts 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 state and federal courts of the State of Washington in and for the County of Whatcom.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. In accordance with the Washington State Interlocal Cooperative Act RCW 39.34, other municipalities or political subdivisions may purchase the same Software or services from the Contractor. The Contractor reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement. The County shall assume no legal or financial responsibility for any transaction between the Contractor and another agency under this Agreement.
Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
### EnerGov Software

<table>
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<tr>
<th>Description</th>
<th>License</th>
<th>Users/Units</th>
<th>Module Total</th>
<th>Year One Maintenance</th>
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<td>Core Software:</td>
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Quoted By: Woody Jackson  
Date: 10/28/2017  
Quote Expiration: 11/1/2017  
Quote Name: Whatcom County-LGD-EG-PLM  
Quote Number: 2016-25305-3  
Quote Description: RFP 16-66 Contract Final 10-28-17
## EnerGov Software

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### Summary

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2016-25305-3 - RFP 16-68 Contract Final 10-28-17

CONFIDENTIAL

Contract for Software and Services Agreement
Permit System Replacement

Page 16
### Summary

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### Optional EnerGov Professional Services

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Optional EnerGov Professional Services

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TOTAL: 

$58,900.00

$0.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

Print Name: P.O. #: ______________________________

All primary values quoted in US Dollars

EnerGov Discount Detail

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<th>Description</th>
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<td>EnerGov GIS</td>
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<td>$3,500.00</td>
<td>$31,500.00</td>
<td>$7,000.00</td>
<td>$0.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>EnerGov IG Workforce Apps</td>
<td>$49,950.00</td>
<td>$5,000.00</td>
<td>$44,950.00</td>
<td>$10,000.00</td>
<td>$0.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>EnerGov Licensing &amp; Regulatory Suite (LRM)</td>
<td>$29,990.00</td>
<td>$6,000.00</td>
<td>$23,990.00</td>
<td>$6,000.00</td>
<td>$0.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>EnerGov Permitting &amp; Land Management SDK</td>
<td>$10,000.00</td>
<td>$1,000.00</td>
<td>$9,000.00</td>
<td>$2,000.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>EnerGov Permitting &amp; Land Management Suite (PLM)</td>
<td>$254,410.00</td>
<td>$25,460.00</td>
<td>$228,950.00</td>
<td>$50,920.00</td>
<td>$0.00</td>
<td>$50,920.00</td>
</tr>
<tr>
<td>EnerGov View Only Licenses (All Suites)</td>
<td>$3,495.00</td>
<td>$350.00</td>
<td>$3,145.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

2015-25305-3 - RFP 16-66 Contract Final 10-26-17

CONFIDENTIAL
## EnerGov Discount Detail

<table>
<thead>
<tr>
<th>Description</th>
<th>License</th>
<th>License Discount</th>
<th>License Net</th>
<th>Maintenance Basis</th>
<th>Year One Maintenance Discount</th>
<th>Year One Maintenance Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tyler Content Manager Standard Edition</td>
<td>$60,000.00</td>
<td>$18,000.00</td>
<td>$42,000.00</td>
<td>$12,000.00</td>
<td>$3,600.00</td>
<td>$8,400.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$520,841.00</strong></td>
<td><strong>$70,310.00</strong></td>
<td><strong>$450,531.00</strong></td>
<td><strong>$110,120.00</strong></td>
<td><strong>$3,600.00</strong></td>
<td><strong>$106,520.00</strong></td>
</tr>
</tbody>
</table>

## Optional EnerGov Discount Detail

<table>
<thead>
<tr>
<th>Description</th>
<th>License</th>
<th>License Discount</th>
<th>License Net</th>
<th>Maintenance Basis</th>
<th>Year One Maintenance Discount</th>
<th>Year One Maintenance Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>EnerGov Credit Card Payment API</td>
<td>$7,500.00</td>
<td>$750.00</td>
<td>$6,750.00</td>
<td>$1,500.00</td>
<td>$0.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>EnerGov Optional IG Workforce Users (current Envision Mobile Users)</td>
<td>$4,995.00</td>
<td>$500.00</td>
<td>$4,495.00</td>
<td>$1,000.00</td>
<td>$0.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>EnerGov Optional Named Users for PLM or LRM Suites (current Envision Users)</td>
<td>$14,995.00</td>
<td>$3,000.00</td>
<td>$11,995.00</td>
<td>$3,000.00</td>
<td>$0.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$27,490.00</strong></td>
<td><strong>$4,250.00</strong></td>
<td><strong>$23,240.00</strong></td>
<td><strong>$5,500.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$5,500.00</strong></td>
</tr>
</tbody>
</table>
1. EnerGov Configuration Services and EnerGov Project Management includes configuration of 2 complex case types: 28 average complexity case types (includes 4 average complexity case types from Whamco); modification of 15 best management practice case type templates.

2. Configuration includes setup of 11 GeoRules (automated spatial queries) and 26 Intelligent Object Automation sets (automated conditional logic tool). 1 GeoRule and 1 Intelligent Object Automation are associated with the Whamco case types.

3. Optional configuration of Envision Configuration Services includes configuration of 5 average complexity case types, 1 GeoRule and 2 Intelligent Objects. If Envision case types are not configured Whatcom County will not be billed for associated Envision Configuration Services.

4. Optional Envision Users and Optional Envision iG Workforce Users can be added within 2 years from contract execution at the indicated discounted per user cost.

5. GIS integration is native to EnerGov with Esri ArcGIS Server.

6. Integration to Financials GL (J.D. Edwards) is proposed as a batch file daily process and is included under EnerGov Integration Development at 32 hours.

7. Integration to PACS/Assessors application is proposed as a batch file daily process but does require usage of the EnerGov PLM API SDK toolkit. This integration is also included under EnerGov Integration Development at 20 hours.

8. All other integrations to be provided by the County IT Staff or preferred 3rd party vendors using the proposed EnerGov API SDK toolkits (quoted as optional).

9. EnerGov provides out of the box credit card processing integration if the County utilizes Tyler's preferred vendor (Pursolvent) for credit card services.

10. Tidemark data conversion (data and attachments) will be provided at no charge to the County on a turn-key basis.

11. EnerGov Ommite Training and Production Support includes 300 hours of onsite End User Training and 30 hours of onsite Production (Go-Live) Support.

12. While Tyler's EnerGov solution supports both Adobe Acrobat ProX and BlueBeam Revu, Tyler strongly recommends the use of BlueBeam Revu to maximize the functionality of EnerGov eReviews.
Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 License Fees: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the “Available Download Date”); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 Maintenance and Support Fees: Year 1 maintenance and support fees are waived for a term commencing on the Effective Date and ending on January 31, 2019. On or before February 1, 2019, the Client shall be invoiced $106,520 in maintenance and support fees for Year 2 (representing the total fees for the one (1) year period commencing on the first anniversary of the Effective Date). Subsequent maintenance and support fees, at our then-current rates, will be invoiced annually in advance of each subsequent anniversary of the Effective Date. The foregoing notwithstanding, increases to annual maintenance and support fees shall not exceed the following:

- Year 2: no increase over Year 1 (unwaived) maintenance fees.
- Year 3: Three percent (3%) over Year 2 maintenance fees.
- Year 4: Four percent (4%) over Year 3 maintenance fees.
- Year 5: Five percent (5%) over Year 4 maintenance fees.
- Years 6 through 10: Five percent (5%) over the prior year maintenance fees.

Any increase to annual maintenance and support fees after year 10 which is greater than 5% from the prior year will require written notification at least 90 days prior to the increase so the County can budget accordingly or make other software arrangements.

2. Professional Services. Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary, provided that the Client may retain ten percent (10%) of the Implementation service fees associated with a given implementation stage, as detailed in the Statement of Work, with such retention to be invoiced no later than ten (10) days after go-live or thirty (30) days after completion of User Acceptance, whichever is later. In no case shall the retainage be released later than twenty-four (24) months after the mutually agreed upon date for the project kickoff.
3. **Third Party Products.**

3.1 **Third Party Software License Fees:** License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 **Third Party Software Maintenance:** The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 **Third Party Hardware:** Third Party Hardware costs, if any, are invoiced upon delivery.

4. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating
Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler’s Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee’s total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee’s total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for “Basic Economy Fares” because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using
the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental
expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

**Departure Day**

<table>
<thead>
<tr>
<th>Depart before 12:00 noon</th>
<th>Lunch and dinner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depart after 12:00 noon</td>
<td>Dinner</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Return Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Return before 12:00 noon</td>
</tr>
<tr>
<td>Return between 12:00 noon &amp; 7:00 p.m.</td>
</tr>
<tr>
<td>Return after 7:00 p.m.*</td>
</tr>
</tbody>
</table>

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast: 15%
- Lunch: 25%
- Dinner: 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee’s hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.
6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the “lowest practical coach fare” with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.
Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support
services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Any remote access to your servers shall be initiated by you and your employees. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges on the server(s) dedicated to the Tyler EnerGov software only, as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. **Hardware and Other Systems.** If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

(a) All infrastructure executing Tyler Software shall be managed by you;

(b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and

(c) You will perform daily database backups and verify that those backups are successful.

6. **Other Excluded Services.** Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. **Current Support Call Process.** Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.
Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

1. Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

2. On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.

3. Email – for less urgent situations, users may submit unlimited emails directly to the software support group.

4. Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

1. Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.

2. Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.


4. Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td></td>
</tr>
</tbody>
</table>
Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Characteristics of Support Incident</th>
<th>Resolution Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Critical</td>
<td>Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.</td>
<td>Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>2 High</td>
<td>Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.</td>
<td>Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>Priority Level</td>
<td>Characteristics of Support Incident</td>
<td>Resolution Targets</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>3 Medium</td>
<td>Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.</td>
<td>Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>4 Non-critical</td>
<td>Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.</td>
<td>Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.</td>
</tr>
</tbody>
</table>

**Incident Escalation**

Tyler Technology’s software support consists of four levels of personnel:

1. Level 1: front-line representatives
2. Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
3. Level 3: assist in incident escalations and specialized client issues
4. Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

1. Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
2. Email – clients can send an email to software support in order to escalate the priority of an issue
3. On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

**Remote Support Tool**

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.
Exhibit D
MyGovPay/VirtualPay and IVR

1. **MyGovPay/VirtualPay Licensing.** Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

   (a) **Special MyGovPay/VirtualPay Definitions.**

   "**Merchant Agreement**" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

   "**Merchant Fees**" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

   "**MyGovPay**" means the Product of Tyler Technologies that allows members of the public to pay for Customer’s services with a credit or other payment card on the Customer’s citizen-facing web portal.

   "**Persolvent**" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

   "**Use Fees**" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled MyGovPay/VirtualPay.

   "**VirtualPay**" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user’s credit or other payment card using the EnerGov Software.

   (b) **Conditions of Use.** If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

   (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.

   (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.

   (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.

   (4) Customer agrees that this Agreement does not represent any modification to Customer’s Merchant Agreement with Persolvent.

   (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.

   (6) Customer agrees that MyGovPay’s and VirtualPay’s ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. **MyGovPay/VirtualPay Fees.** Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

   **USE FEES TABLE FOLLOWS ON NEXT PAGE**
Use Fees

EnerGov’s MyGovPay (Online / card-not-present payments)**

<table>
<thead>
<tr>
<th></th>
<th>MyGovPay (Online Payments)</th>
<th>MyGovPay (Online Payments)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage Based Fee</td>
<td>+ Transaction Fee</td>
</tr>
<tr>
<td><strong>Option 1:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government Entity</td>
<td>2.79%</td>
<td>$0.20</td>
</tr>
<tr>
<td>Paid</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Option 2:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patron Paid</td>
<td>3.29%</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**ACH processing is available for a fee of $20 per month and $0.30 per transaction.

EnerGov’s VirtualPay (retail card present)

<table>
<thead>
<tr>
<th></th>
<th>VirtualPay (Retail Payments)</th>
<th>Virtual Pay (Retail Payments)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage Based Fee</td>
<td>+ Transaction Fee</td>
</tr>
<tr>
<td><strong>Option 1:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government Entity</td>
<td>2.59%</td>
<td>$0.15</td>
</tr>
<tr>
<td>Paid</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Option 2:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patron Paid</td>
<td>2.99%</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below $30, Contractor reserves the right to apply an additional $0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer’s content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers’ content is or will be transmitted or stored.

(b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.

(c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.

(d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicare care or other emergency services.

(e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.

(f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.
Statement of Work

Software and Implementation Services

Prepared for:

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Phone 360-778-5000
http://www.co.whatcom.wa.us/

Prepared by:

Woody Jackson
Tyler Technologies
2160 Satellite Blvd., Suite 300, Duluth, GA 30097
www.tylertech.com

DATE
October 27, 2017
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<th>Date</th>
<th>Author</th>
<th>Version</th>
<th>Change Reference</th>
</tr>
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<tbody>
<tr>
<td>September 22, 2017</td>
<td>Tyler</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October 20, 2017</td>
<td>Whatcom County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October 23, 2017</td>
<td>Whatcom County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October 24, 2017</td>
<td>Whatcom County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October 26, 2017</td>
<td>Mo Mabrouk</td>
<td>Whatcom County</td>
<td></td>
</tr>
<tr>
<td>October 26, 2017</td>
<td>Mo Mabrouk</td>
<td>Whatcom County</td>
<td></td>
</tr>
<tr>
<td>October 27, 2017</td>
<td>Mo Mabrouk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October 27, 2017</td>
<td>Whatcom County</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tyler Resources Purchased

The total professional services hours set forth in the Investment Summary have been allocated to the project as follows:

Billable Hours and Expenses in Scope

- Project Management Services = 436 resource hours
- Professional Implementation Services = 1,526 resource hours
  - Included in the above services hours are 60 hours that will be dedicated to the installation and configuration of Tyler Content Manager Std. Edition
- Onsite Fundamentals Training = 40 resource hours
  - Onsite time for fundamentals comprises of 4 days with 4 hours of prep time and an additional 4 hours of follow up.
- Onsite Training = 300 hours
  - System admin training to be completed prior to Acceptance Testing for IT= 36 hours
  - System Overview & User Acceptance Testing Training for Power Users = 36 hours
  - End User Training = 228
- Onsite Production Support = 80 resource hours
- Report Development Services = 80 resource hours
- Data Conversion Services = 90 resource hours
  - Full Conversion from Whamo and attachments (residing in Laserfiche) to EnerGov
  - Full Conversion from Tidemark and attachments to EnerGov
  - Tyler will provide up to 4 passes (Data transfers) during the data conversion process. This includes both data sources
- Integration Services = 52 resource hours for 2 integrations that are:
  - Financial Integration – J.D. Edwards
  - PACS/Assessor’s application integration – daily batch process that will utilize the EnerGov API/SDK toolkit
- Travel Expense Estimate based on 20 on-site trips (where a “trip” is defined as onsite travel of up to five business days)

  - NOTE: A typical “onsite week” is onsite at the customer site Monday – Thursday at an expected duration of 8 hours per day. Exceptions may apply to best serve the needs of the project.

Business Scope (Transactions and Automation)

- 30 unique Case Types
  - For Tidemark, this includes:
    - 2 Complex Unique Case Types
    - 24 Average complexity Unique Case Types
  - For Whamo, this includes:
    - 4 Average complexity Unique Case Types
- 15 Best Management Practice Case Types (BMP Template)
  - To be used to transition from current Tidemark workflow
- 11 unique GeoRules
10 GeoRules for Tidemark
1 GeoRule for Whamo
26 unique Automation Events (Intelligent Object – IO & Intelligent Automation Agent – IAA)
25 Automation Events for Tidemark
1 Automation Event for Whamo

(Optional) Billable Hours and Expenses

These services are optional based on the County’s decision to elect whether or not they would like to migrate from their Envision Connect Legacy system during their implementation. Understand that depending on when the decision occurs will determine whether or not this portion of services would be a separate phase of the implementation, or could potentially create delays for the original implementation.

Project Management Services = 36 resource hours
Professional Implementation Services = 172 resource hours
Data Conversion Services = 90 resource hours
  - Full Conversion from EnvisionConnect and attachments to EnerGov
  - Tyler will provide up to 4 passes (Data transfers) during the data conversion process.

(Optional) Business Scope (Transactions and Automation)

5 Average complexity unique Case Types
1 Unique GeoRule
2 Unique Automation Events

"Business transaction" is defined by:

Unique workflow or business process steps & actions (including output actions)
Unique Automation logic (IO logic etc)
Unique Fee assessment / configuration definition
Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event
"BMP Template transaction" is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

"Geo-Rule" is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

<table>
<thead>
<tr>
<th>Event</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alert</td>
<td>Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).</td>
</tr>
<tr>
<td>Block</td>
<td>Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)</td>
</tr>
<tr>
<td>Block with Override</td>
<td>Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.</td>
</tr>
<tr>
<td>Fee Date</td>
<td>Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.</td>
</tr>
<tr>
<td>Filed Mapping</td>
<td>A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.</td>
</tr>
<tr>
<td>Required Action</td>
<td>A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.</td>
</tr>
<tr>
<td>Required Step</td>
<td>A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.</td>
</tr>
<tr>
<td>Zone Mapping</td>
<td>The zone(s) automatically populate on the &quot;Zones&quot; tab of the record (i.e. plan, permit, code case, etc.).</td>
</tr>
</tbody>
</table>
“Intelligent Object (IO)” is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

“Intelligent Automation Agent (IAA)” is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

“EnerGov SDK API (Toolkits)” are defined by:

- API’s developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation for each toolkit will be provided.
  Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any “in-scope” integrations.

Estimated Timeline

Timelines will be updated during the project planning process and adjusted, as necessary, over the course of the project. The estimated timeline is currently projected to be between 12 - 15 months assuming a continuous single project phase rollout.

Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute’s (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 7-Stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler’s public sector clients, the implementation methodology contains Control Points throughout each Phase to ensure adherence to Scope, budget, and schedule controls, as well as effective communications and quality standards. Clearly defined, the implementation methodology repeats consistently across Phases, and is scaled to meet the County’s complexity and organizational needs.

Tasks

The following tasks have been arranged for this project, with responsibility definitions for both Tyler and Customer as follows:
- **Own** – Ownership of the task throughout
- **Participate** – Active, ongoing participation in the task throughout
- **Advise** – Advisory role as needed by the other party
- **None** – No planned/required involvement by the designated party

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done.

The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.
1.0 Software Delivery (Stage 0)

2 estimated Tyler Resource Hours

Objectives:

- Tyler software is made available to the customer

Tasks:

<table>
<thead>
<tr>
<th>Software Delivery</th>
<th>Tyler</th>
<th>Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tyler makes the licensed software</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>available.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.1 Initiate & Plan (Stage 1)

148 estimated Tyler Resource Hours

The Initiate & Plan Stage creates a foundation for the Project through the confirmation of County and Tyler Project Management teams and development of the Implementation Management Plan.

1.1.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns the Tyler Project Manager(s). Tyler provides the County with initial Project documents to gather basic information, which aids in preliminary planning and scheduling. County participation in gathering requested information by established deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with the Tyler account executive to ensure transfer of vital information from the sales process prior to engaging with the County's team.

1.1.2 System Infrastructure Planning

Tyler has proposed and the County has elected to be on premise therefore the County will have the environments available for Tyler based on Tyler’s infrastructure requirements. Tyler will assist County with system architecture and sizing of the infrastructure. This will include a session between Tyler and Whatcom County’s Information Technology staff to assess and identify the technical requirements for a successful system implementation. Note that the County may desire to migrate to the Tyler Software as a Service (SaaS) environment at our next technology refresh (5-7 years). Tyler will assist County in making good implementation decisions to minimize the challenges associated with a future migration to SaaS.

1.1.3 Project, and Phase Planning

Project and Phase Planning provides an opportunity to review the contract, licensed software, data conversions, and services purchased. Tyler will work in conjunction with the County to finalize a comprehensive list of all business transactions to be implemented. This list of transactions will be used
to identify County Departments and associated processes for configuration in each Phase, setting Phase scope and timelines.

1.1.4 Project Schedule
The County and Tyler will work together to develop an initial Project Schedule based on the Phase Planning activities. The initial schedule includes enough detail to begin scheduling Tyler and County resources for Project activities to begin. The Project Schedule will be maintained by the Tyler Project Manager and communicated through regular status updates.

1.1.5 Stakeholder Presentation

County stakeholders will join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants, as well as establish a customer governance structure as suggested below.

Required Customer Governance Structure

<table>
<thead>
<tr>
<th>Executive Sponsor</th>
<th>Steering Committee</th>
<th>Customer Project Manager</th>
<th>Customer SMEs &amp; IT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizational vision</td>
<td>Provide direction</td>
<td>Drives day-to-day tasks</td>
<td>Convey current business</td>
</tr>
<tr>
<td>Finalize trade-offs/key</td>
<td>to Project team</td>
<td>Manages resources</td>
<td>practices</td>
</tr>
<tr>
<td>decisions</td>
<td>Coach organization</td>
<td>Reports status</td>
<td>Create new processes</td>
</tr>
<tr>
<td>Promotes teamwork</td>
<td>through the change</td>
<td></td>
<td>Configure, review, test,</td>
</tr>
</tbody>
</table>

Roles and Responsibilities

<table>
<thead>
<tr>
<th>Stage 1 – Initiate &amp; Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tasks</td>
</tr>
<tr>
<td>Assign Tyler Project Manager</td>
</tr>
<tr>
<td>Task Description</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Provide initial Project documents to Client</td>
</tr>
<tr>
<td>Sales-to-Implementation knowledge transfer</td>
</tr>
<tr>
<td>Internal planning and phase coordination</td>
</tr>
<tr>
<td>Perform Project/Phase Planning</td>
</tr>
<tr>
<td>Deliver implementation management plan</td>
</tr>
<tr>
<td>Deliver and review ERDs and usage documentation</td>
</tr>
<tr>
<td>Deliver Legacy Data Sources for data services team to review.</td>
</tr>
<tr>
<td>Network and Infrastructure assessment. This would include finalizing the EnerGov/Tyler content management infrastructure requirement worksheet (check <a href="https://check.tylertech.com">https://check.tylertech.com</a>).</td>
</tr>
<tr>
<td>Tyler to provide background check forms to County, necessary for unescorted remote access</td>
</tr>
<tr>
<td>Procure, receive and set up on-premise environment (server infrastructure and software)</td>
</tr>
<tr>
<td>Plan and review GIS data requirements for ArcGIS map services (REST service)</td>
</tr>
<tr>
<td>Utilize the Contract and Business Process Transaction Listing in evaluation of the process definitions</td>
</tr>
<tr>
<td>Develop initial Project Schedule</td>
</tr>
<tr>
<td>Deliver Project Plan and Schedule for each Project Phase</td>
</tr>
<tr>
<td>Client reviews Project Plan &amp; initial schedule</td>
</tr>
<tr>
<td>Client approves Project Plan &amp; initial schedule</td>
</tr>
</tbody>
</table>

### 1.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler’s receipt of the Stage Acceptance for this Stage 1.

#### 1.1.6.1 Initiate & Plan Stage Deliverables

- **Implementation Management Plan**
  - **Objective:** The Implementation Management Plan addresses how communication, quality control, risks/issues, resources and schedules, and software upgrades will be managed throughout the lifecycle of the Project.
  - **Scope:** Implementation Management Plan
  - **Acceptance criteria:** County reviews and provides written acknowledgment of Implementation Management Plan.

- **Project Schedule**
  - **Objective:** Provide a comprehensive list of tasks, timelines, and assignments related to the deliverables of the current phase.
• Scope: Task list, assignments, and planned dates.
• Acceptance criteria: County acceptance of schedule based on County resource availability, budget, and goals.

1.1.6.2 Initiate & Plan Stage Acceptance Criteria

- Verify completed System Infrastructure Audit
- Stakeholder Presentation
- Implementation Management Plan delivered
- Initial Project Schedule delivered

1.2 Assess & Define (Stage 2)

650 estimated Tyler Resource Hours

The primary objective of Assess & Define is to confirm current County business processes and translate the material into future state utilizing business process questionnaires. Tyler uses a variety of methods for confirming the information, all requiring County collaboration. The County shall provide complete and accurate information to Tyler staff for analysis and detailed understanding of current workflows and business processes.

1.2.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of the Tyler software capabilities prior to beginning future state analysis. The primary goal is to provide a basic understanding of Tyler system functionality, which provides a foundation for upcoming conversations regarding future state processing.

1.2.2 Current/Future State Analysis

County and Tyler evaluate current state processes, options within the licensed Tyler software, and pros and cons of each option based on the County’s desired future state. County and Tyler will use this effort to streamline work processes and make decisions on how those processes will work best within the EnerGov application. According to those evaluations, Tyler and the County collaborate on final decisions about future state configuration and processing.

1.2.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the County’s Legacy System Applications to the Tyler system. Tyler staff and the County will work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System Applications to a location in the Tyler system.
1.2.4 Integration Planning

Integration tools are available to allow the County to get data in and out of the Tyler system with Imports and Exports and/or Interfaces.

Interfaces could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler software operates correctly. It is the County’s responsibility to ensure the third-party program operates or accesses the data correctly.

The County and Tyler Project Manager(s) will work together to confirm which Integrations are needed (if not outlined in the Agreement).

1.2.5 Customization Analysis & Specification

Tyler staff conducts additional analysis and develops specifications based on information discovered during preceding tasks. The County reviews the specifications and confirms they meet the County’s requirements prior to acceptance of specifications. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Customizations by using standard functionality within the Tyler Application, which may require a County business process change. It is the responsibility of the County to detail all of its needs during this Assess and Define Stage. If those needs confirm that a Customization is required, Tyler will write up specifications (for County approval) for in-Scope Customizations. Upon approval, Tyler will make the agreed upon Customizations to the associated program(s). Once the Customizations have been delivered, the County will test and approve those changes during the Build and Validate Stage. Please See SOW Attachment C for the current in-scope Customizations.

1.2.6 Forms & Reports Planning

County and Tyler Project Manager(s) review custom reporting needs and develop plan to address.

1.2.7 System Deployment

The Tyler Technical Services team, in conjunction with County, installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

Roles and Responsibilities

<table>
<thead>
<tr>
<th>Stage 2 – Assess &amp; Define</th>
<th>Tasks</th>
<th>Tyler</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fundamentals Review</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td></td>
<td>Deliver business process questionnaires</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td></td>
<td>Future State Analysis – Including Configuration, Data Conversion, Reports, Customization, and Integrations</td>
<td>Participate</td>
<td>Own</td>
</tr>
<tr>
<td></td>
<td>Provide Tyler remote access to required County servers or systems for Tyler software installation and system</td>
<td>Participate</td>
<td>Own</td>
</tr>
</tbody>
</table>
configuration. Unescorted remote access will be provided to Tyler staff who successfully complete a Whatcom County background check.

<table>
<thead>
<tr>
<th>Task</th>
<th>Own</th>
<th>Participate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Tyler software on on-premise environment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary data preparation / cleanse in advance of the stage 3 conversion and provide legacy data (Tidemark, Whamo, EnvisionConnect if applicable, Laserfiche)</td>
<td>Participate</td>
<td>Own</td>
</tr>
<tr>
<td>Configure and deliver best available ArcGIS map service(s) to Tyler based on EverGov’s GIS Deployment Guidelines (from May 2017)</td>
<td>Participate</td>
<td>Own</td>
</tr>
<tr>
<td>Return completed questionnaires</td>
<td>Advise</td>
<td>Own</td>
</tr>
<tr>
<td>Utilize the Contract and Business Process Transaction Listing in evaluation of the process definitions</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Provide users logins for key County staff</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Complete Core System Configuration</td>
<td>Own</td>
<td>Participate</td>
</tr>
</tbody>
</table>

### 1.2.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

#### 1.2.8.1 Assess & Define Stage Deliverables

- Completed Future State Analysis
  - Objective: Confirm County business processes to be implemented
  - Scope: Deliver business process questionnaires
  - Acceptance criteria: County acceptance of business process questionnaires
- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy
  - Scope: Data conversion approach defined
  - Acceptance criteria: Data conversion strategy document delivered to the County
- Integration specification documents
  - Objective: Confirm Integration requirements, develop specification documents, and deliver to County for approval
  - Scope: Design solution for Integrations
  - Acceptance criteria: County accepts Integration Specification Document(s) and agrees the proposed Integration(s) meet(s) requirements
- Customization specification documents
  - Objective: Confirm Customization requirements, develop specification documents, and deliver to County for approval
• Scope: Design solution for Customization
  • Acceptance criteria: County accepts Custom Specification Document(s) and agrees that the proposed solution meets requirements
• Completed Report Assessment
  • Objective: Confirm Report development approach and strategy
  • Scope: Identify Reporting needs
  • Acceptance criteria: Comprehensive list of in-scope Reports for development identified

1.2.8.2 Assess & Define Stage Acceptance Criteria
• Fundamentals review is complete
• Report, Integration, and Customization requirements gathered and provided to Tyler
• Future state analysis completed; Questionnaires delivered and reviewed
• Questionnaires approved
• Data Conversion strategy development
• Tyler Software installed
• Complete core system configuration as it relates to installation of the Tyler Software

1.3 Build & Validate (Stage 3)

716 estimated Tyler Resource Hours

The objective of the Build & Validate Stage is to prepare the licensed Tyler software for use in accordance with the County’s needs confirmed during the Assess & Define Stage, and to prepare the County for end-to-end Verification and System Acceptance (Stage 4) and End User Training (Stage 5).

1.3.1 Configuration & Power User Training
Tyler staff collaborates with the County to complete software configuration based on the results of the future state analysis performed during Assess & Define. Tyler Implementation Consultants configure the Tyler Application to meet the business process needs defined in the business process questionnaires. Tyler staff will train the County Power Users to prepare them for the validation of the software. The County collaborates with Tyler staff iteratively to validate software configuration. This is also known as User Acceptance Testing Training.

1.3.2 Data Conversion Build & Validation
Tyler populates the Data Conversion Template (DCT) with the County’s legacy data sources. With assistance from the County, the Tyler Data Conversion Team identifies gaps within the DCT and provides list of required corrections to the County from their Legacy data. Upon satisfactory completion of the DCT, Tyler performs data conversion and delivers converted database to the County for review. With guidance from Tyler, the County reviews specific data elements within the Tyler Application and
identifies and reports any discrepancies in writing. Tyler collaborates with the County to address conversion discrepancies within each cycle prior to acceptance of data conversion for that cycle.

### 1.3.3 Integrations Build & Validation
Tyler develops Integrations per the specification documents and provides knowledge transfer on those Integrations. The County validates each Integration.

### 1.3.4 Customization Delivery & Validation
Tyler delivers in-Scope Customization(s) per the specification documents and provides knowledge transfer on those Customizations. The County validates each Customization.

### 1.3.5 Reports Build & Validation
Per specification documents, Tyler develops custom Reports for the current phase. Following delivery of the Report(s), County validates Report performance by measuring actual performance against the specification documents.

---

**Roles and Responsibilities – Configuration & Validation**

<table>
<thead>
<tr>
<th><strong>Configure</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tasks</strong></td>
<td><strong>Tyler</strong></td>
<td><strong>County</strong></td>
</tr>
<tr>
<td>Configure the software based upon the completed and accepted Business Process Questionnaires</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Complete Basic Configuration Reviews</td>
<td>Own</td>
<td>Participate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Data Mapping and Report Specifications</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tasks</strong></td>
<td><strong>Tyler</strong></td>
<td><strong>County</strong></td>
</tr>
<tr>
<td>Populate Data Conversion Template Database (DCT-DB)</td>
<td>Own</td>
<td>Advise</td>
</tr>
<tr>
<td>Review populated Data Conversion Template Database (DCT-DB) mapping document to ensure accurate mapping</td>
<td>Participate</td>
<td>Own</td>
</tr>
<tr>
<td>Identify Custom Reporting and Integration requirements</td>
<td>Own</td>
<td>Participate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Validation Plan &amp; Train</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tasks</strong></td>
<td><strong>Tyler</strong></td>
<td><strong>County</strong></td>
</tr>
<tr>
<td>Recommend test strategies, scenarios and best acceptance practices</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Develop test scripts and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)</td>
<td>Advise</td>
<td>Own</td>
</tr>
<tr>
<td>Conduct basic internal configuration testing and proof of</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Validation</td>
<td>Tyler</td>
<td>County</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>-------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Validate Configuration based on accepted Business Process Questionnaires</td>
<td>Advise</td>
<td>Own</td>
</tr>
<tr>
<td>Provide standard training documentation, as available</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>Provide training documentation for integrations</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>Create County-specific training or business process documentation</td>
<td>None</td>
<td>Own</td>
</tr>
<tr>
<td>Provide Administrator training for IT</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Deploy fully configured master EnerGov database into the testing environment</td>
<td>Own</td>
<td>None</td>
</tr>
</tbody>
</table>

### Roles and Responsibilities – Conversion and Report Development

<table>
<thead>
<tr>
<th>Conversion and Report Development</th>
<th>Tyler</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tasks</td>
<td>Tyler</td>
<td>County</td>
</tr>
<tr>
<td>Develop Report Specifications</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Develop Integration specifications</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Deliver and review custom report and Integration specifications</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Deliver current legacy data source to data services team</td>
<td>Advise</td>
<td>Own</td>
</tr>
<tr>
<td>Review populated Data Conversion Template Database (DCT-DB) with County</td>
<td>Own</td>
<td>Advise</td>
</tr>
<tr>
<td>Import data into EnerGov master database from populated Data Conversion</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>Produce, deliver and review internally tested import of legacy data</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Produce, deliver and review internally tested custom reports per defined</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Produce, deliver and review internally tested Integrations per defined</td>
<td>Own</td>
<td>Participate</td>
</tr>
</tbody>
</table>

### 1.3.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Verification and System Acceptance Stage is dependent upon Tyler’s receipt of the Stage Acceptance.
1.3.6.1  **Build & Validate Stage Deliverables**

- Configuration
  - Objective: Configure business processes per specifications outlined in the business process questionnaires
  - Scope: Configure business processes
  - Acceptance criteria: Application configuration completed and validated
- Data Conversion
  - Objective: Map and convert legacy data
  - Scope: Data conversion completed and delivered for County review
  - Acceptance criteria: Initial data conversion completed, gaps identified by County and addressed by Tyler
- Delivery of Customization(s)
  - Objective: Deliver Customization(s) to the Tyler Application
  - Scope: Develop and deliver application Customizations per specification documents
  - Acceptance criteria: Completed Customization made available in Tyler Application
- Reports Delivered
  - Objective: Deliver custom developed Reports
  - Scope: Develop and deliver custom developed Reports per specification documents
  - Acceptance criteria: Completed custom developed Reports made available in Tyler Application

1.3.6.2  **Build & Validate Stage Acceptance Criteria**

- Business process transactions configured and validated
- Custom developed Reports delivered and validated
- Initial data conversions completed and validated
- Integrations delivered and validated
- Customizations delivered and validated

1.4  **Verification and System Acceptance (Stage 4)**

583 estimated  *Tyler Resource Hours*

During Verification and System Acceptance, Tyler and the County will enter into a system-wide “end-to-end” acceptance testing period to ensure all processes within the Phase execute as expected prior to End User Training and Cutover for the Phase.
1.4.1 Cutover Planning

County and Tyler Project Manager(s) discuss final preparations and critical dates for Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the County for success.

1.4.2 Verification and System Acceptance

The County performs User Acceptance Testing (UAT) to verify the Tyler software elements with the Phase are ready for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the Tyler Application.

Roles and Responsibilities

<table>
<thead>
<tr>
<th>System Acceptance Planning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tasks</td>
</tr>
<tr>
<td>Provide and review the documented Cutover checklist</td>
</tr>
<tr>
<td>Develop and review system acceptance schedule and criteria</td>
</tr>
<tr>
<td>Finalize production cutover version</td>
</tr>
<tr>
<td>Coordinate training logistics and schedule</td>
</tr>
<tr>
<td>Provide facilities suitable to training and testing needs</td>
</tr>
<tr>
<td>Recommend test strategies, scenarios and best acceptance practices</td>
</tr>
<tr>
<td>Provide sample test scenarios, as requested</td>
</tr>
<tr>
<td>Develop testing scenarios and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)</td>
</tr>
<tr>
<td>Provide standard training documentation, as available</td>
</tr>
<tr>
<td>Create County-specific training or business process documentation</td>
</tr>
<tr>
<td>Provide System Overview and Administrator training for Power Users</td>
</tr>
<tr>
<td>Provide fully configured EnerGov database backup for pre-System Acceptance Testing</td>
</tr>
<tr>
<td>Populate Data Conversion Template Database (DCT-DB) with latest iteration for System Acceptance Testing</td>
</tr>
<tr>
<td>Conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to County</td>
</tr>
<tr>
<td>Deploy fully configured and imported master EnerGov database into the Production testing environment</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Verification and System Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tasks</td>
</tr>
<tr>
<td>Conduct testing of custom and standard reports</td>
</tr>
<tr>
<td>Conduct end-to-end testing of system functionality,</td>
</tr>
</tbody>
</table>
including, but not limited to system configuration, custom reports, Integrations, custom development, data conversion, and ancillary products

<table>
<thead>
<tr>
<th>Task</th>
<th>Advocate</th>
<th>Own</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regression testing of business processes in production</td>
<td>Advise</td>
<td>Own</td>
</tr>
<tr>
<td>Record testing results in SharePoint</td>
<td>Advise</td>
<td>Own</td>
</tr>
<tr>
<td>Address material System Acceptance Testing issues</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Retest until acceptance criteria developed are met in order to ensure production cutover readiness</td>
<td>Advise</td>
<td>Own</td>
</tr>
</tbody>
</table>

1.4.3 Control Point 4: Verification and System Acceptance Stage Acceptance
Acceptance criteria for this Stage includes all criteria listed below. Advancement to the End-User Training Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

1.4.3.1 Verification and System Acceptance Stage Deliverables
- Production Cutover Checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for successful Cutover
  - Scope: Provide Production Cutover Checklist
  - Acceptance criteria: Delivery and acceptance of Production Cutover Checklist

1.4.3.2 Verification and System Acceptance Stage Acceptance Criteria
- Production Cutover Checklist delivered and accepted
- Material System Acceptance Testing issues addressed and accepted

1.5 End User Training (Stage 5)

335 estimated Tyler Resource Hours

End Users attend training sessions to learn how to utilize the licensed Tyler software for processes in scope of the current Phase. The training will be delivered via instructor led training sessions. During Initiate & Plan, the detailed structure and training plan for End Users will be determined. It may consist of End User training by Tyler instructors, County instructors that Tyler has trained under a “train the trainer” approach, or a combination of the two.

Roles and Responsibilities

<table>
<thead>
<tr>
<th>User Training</th>
<th>Tyler</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tasks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinate training logistics and schedule</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Provide facilities suitable to training needs</td>
<td>Advise</td>
<td>Own</td>
</tr>
<tr>
<td>Provide fully configured EnerGov database backup for pre-User Training</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>Deliver most current legacy data source to data services team</td>
<td>Advise</td>
<td>Own</td>
</tr>
<tr>
<td>Populate Data Conversion Template Database (DCT-DB) with latest iteration for User Training</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>Conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to County</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>Deploy fully configured and imported master EnerGov database into the Production testing environment</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>Provide standard training documentation, as available</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>Conduct End User training as determined in the Initiate &amp; Plan Stage</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Provide business process training to ensure end users understand impact of process/practice changes decided upon during course of implementation</td>
<td>Advise</td>
<td>Own</td>
</tr>
</tbody>
</table>

1.5.1 Control Point 5: End User Training Stage Acceptance
Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

1.5.1.1 End User Training Stage Deliverables
- Conduct End User/Train-the-Trainer Training
  - Objective: End Users attend training sessions to learn how to utilize Tyler software.
  - Scope: Train End Users/Train the Trainer(s) impacted by products implemented in current Phase.
  - Acceptance criteria: Completed End User training for all purchased applications in scope for current phase.

1.5.1.2 End User Training Stage Acceptance Criteria
- End User Training Completed

1.6 Production Cutover (Stage 6)

133 estimated Tyler Resource Hours

The County and Tyler resources complete tasks as outlined in the Production Cutover Checklist. The County begins processing day-to-day business transactions in the Tyler software for the current phase.
Tyler staff will be onsite for Production Cutover for a specified period of time, to be determined during the planning portion of each phase. Following Cutover, the County will transition completed departments to the Tyler support team for ongoing support of the Application.

1.6.1 Final Data Conversion
The County provides final data extracts and reports from the Legacy System for data conversion and Tyler executes final data conversion. Following Cutover, any data entered into the Legacy Systems after delivery of the final data extract will be manually entered into the production instance of the Tyler Application.

1.6.2 Go-Live Support
Tyler staff collaborates with the County during Production Cutover activities. Tyler staff will be onsite for Production Cutover for the purpose of ad-hoc training, end-user assistance, and general issue resolution. Resources will be available during work hours including early mornings and late afternoons. In addition, Tyler will provide an adequate number of resources in order to be on location in the impacted County offices.

1.6.3 Transition to Tyler Support
Tyler Project Manager(s) introduce the County to the Tyler Support team, who provides the County with day-to-day assistance following Cutover for the business processes that were implemented in the current Phase. This activity occurs nearing the last days of on-site support. During this transition, the Implementation team in collaboration with the County will determine which items (if any) that will remain the responsibility of the implementation team, and which items will move and transition with the Tyler Support team. All new issues identified after the on-site visit is complete should be reported to the Tyler Support team.

Roles and Responsibilities

<table>
<thead>
<tr>
<th>Production Cutover</th>
<th>Tyler</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tasks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliver fully configured database for production data import to EnerGov</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>Deliver current legacy data source to data services team to be used for production cutover</td>
<td>Advise</td>
<td>Own</td>
</tr>
<tr>
<td>Populate Data Conversion Template Database (DCT-DB) with latest iteration for production</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>Conduct production import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to County</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>Deploy fully configured and imported master EnerGov</td>
<td>Own</td>
<td>None</td>
</tr>
<tr>
<td>database into the Production environment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide production assistance</td>
<td>Own</td>
<td>Participate</td>
</tr>
<tr>
<td>Conduct “transfer to support” meeting</td>
<td>Own</td>
<td>Participate</td>
</tr>
</tbody>
</table>

1.6.4 Control Point 6: Production Cutover Stage Acceptance
Acceptance criteria for this Stage includes all criteria listed below. Advancement to the next phase is dependent upon Tyler’s receipt of this Stage Acceptance.

1.6.4.1 Production Cutover Stage Deliverables
- Final data conversion
  - Objective: Ensure legacy system data is available in the Tyler software in preparation for production processing.
  - Scope: Final conversion iteration for current phase completed
  - Acceptance criteria: Data is available in production environment

1.6.4.2 Production Cutover Stage Acceptance Criteria
- Final data conversion(s) delivered
- Business processes implemented in current phase are live in Tyler Application
- Acceptable system / software performance

1.7 Phase/Project Closure (Stage 7)

37 estimated Tyler Resource Hours

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The County moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

1.7.1 Close Phase/Project
The County and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the County Project Manager(s) prior to closing the Phase or Project.

1.7.2 Control Point 7: Phase/Project Closure Stage Acceptance
Acceptance criteria for this Stage includes all criteria listed below. Advancement to the next phase is dependent upon Tyler’s receipt of this Stage Acceptance.
1.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
  - Objective: Provide comparison of contract Scope and Project budget
  - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
  - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

1.7.2.2 Phase/Project Closure Stage Deliverables

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete
- Transition to Tyler support begins for new items
Data Conversion

(See tasks associated with data transfer, above)

The following criteria are applied to Data Conversion. The County has elected for Tyler to perform the Full Conversion. Below are guidelines to assist with the conversion process.

Data Format

The customer must provide a clean database of their Legacy System. From there, the Tyler team will populate it into the Data Conversion Template Database, DCT-DB. Accepted Legacy data formats include: SQL, Excel, .csv. Providing data in this format will ensure that data is properly imported into the system. Data not provided in this structure will not be considered for import.

Data scrubbing/cleansing

Any data scrubbing should be done by the customer prior to providing the legacy data. Data scrubbing and cleansing is not included in the EnerGov proposal, but Tyler will advise and answer any questions the customer may have regarding areas to focus on.

Required Fields

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov master DB without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the DCT-DB to fulfill the NOT NULL constraint. Tyler would write the default value as part of the conversion process.

Custom Fields

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within DCT-DB. In the EnerGov software, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), the customer may add columns to these tables in DCT-DB to accommodate any needed custom fields in the migration.

Parsing data

The data format is defined based on the fields that exist in the EnerGov module (street number and street name, for example). If the customer would like that data to be converted, the customer will have to break out its legacy data so that it matches the EnerGov data fields.

- **Address Data**: Tyler does not parse out address information for optimization purposes. Rather the customer is responsible to deliver the address information in the requested (preferred format). Tyler will import the address data delivered (format) and map the fields to the best possible location in the EnerGov system. Tyler is not responsible for cleanup of inconsistent addressing.
Phone Numbers: Phone numbers are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for cleanup of inconsistent numbering or sequencing.

Individuals / Names: Individual names are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

Contacts Data: If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone, etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

Business-Specific Rules

Business specific rules are handled in the software configuration process and cannot typically be mapped within the data conversion process. This includes but is not limited to EnerGov Intelligent Objects and EnerGov Case Workflows.

Calendars & Scheduling

EnerGov software can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

Key Project Assumptions

Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the customer is responsible for installing newer releases. Release notes are provided for all new versions.

- Customer will maintain primary responsibility for the scheduling of customer employees and facilities in support of project activities.
- Customer will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Customer is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Customer has, or will provide, access licenses and documentation of existing system to which Tyler will read, write or exchange data.
- Customer has, or will provide, a development/testing environment for import and interface testing as they are developed by Tyler. Tyler will assist customer with techniques to efficiently transfer information (fees, work flows, rules, etc.) from development / testing environment to live environment.
- Tyler will provide Customer with a weekly status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at
risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

○ Tyler personnel shall attend executive project review committee meetings (internal) as needed.
○ Out of scope deliverables will only be provided via a change order that is mutually agreed to.
○ Tyler employees needing unescorted remote access to our network and servers will need to successfully complete a Whatcom County Sheriff’s office background check.
Risk / Mitigation Strategy

Below are typical risks associated with new implementations of Tyler EnerGov software. Tyler and customer will identify the top risks and how to mitigate these risks during stage 1 and throughout the implementation.

Project Schedule

Risk: Impact of various factors on baseline project schedule.

Mitigation: Given the fact that project schedules are working documents that change over the course of the project, Tyler will work closely with the customer to update, monitor, agree, and communicate any required changes to the project schedule.

Activity Focus

Risk: Minor activities consume time that should be dedicated to major activities of the project with the end result that time and/or costs overruns budget. Examples include meetings of little substance, or time spent investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both parties must focus squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy Interface Documentation

Risk: During the project, certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Customer should insure that APIs for interfacing to other systems, and/or a customer expert that understands the legacy database, are available to Tyler. If no such documentation or customer expertise exists, the customer will be responsible for coordinating with the third-party vendor to advise Tyler, at a potential additional expense to the customer (although not necessarily from Tyler).
Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored.

- **Knowledge Transfer**: While Tyler cannot guarantee specific expertise for customer staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the customer. Customer personnel must participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase (Stage 7), the customer will be responsible for administering the configuration and introduction of new processes in the Tyler system.

- **Dedicated Customer Participation**: Tyler understands that customer staff members have daily responsibilities that compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler will communicate insufficient participation in Project Status Reports.

- **Managing Project Scope**: To implement the project on time and within budget, both the customer must acknowledge the scope of the project set forth in the parties’ agreement, and, for services, refined over the course of the early project Stages described in this Statement of Work. Change Orders for additional items outside the scope must be submitted in advance and signed by project stakeholders before work can begin on those items. Likewise, reductions of the defined scope will also require a Change Order.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Risk management
- Monitoring project budget
- Project Plan management using our expense and time-tracking tool/Excel
- Project document management using SharePoint
- Issue log management and escalation

- Status reporting
- Change order management
- Project workspace management
- Resource management
- Executive project oversight via Executive Director and Customer Governance Structure

By mutual agreement, some project management tasks are shared between the Tyler project team and the customer Project Manager/stakeholders.

Development Tools

Configuration tools (the same ones Tyler will use to implement the system) are built-into the software. The customer has full access to them, and its administrators will be trained on them. EnerGov reports are developed in Crystal Reports, so any changes to customer reports does require a licensed copy of Crystal Reports. The EnerGov system does include a Crystal Report reader, so view-only users do not require a Crystal Reports license. It is anticipated that Tyler will be deploying SQL Server Reporting Services (SSRS)
in 2018 and customer will also be trained on this reporting feature as it relates to how to setup those reports within EnerGov.

Documentation

Tyler-provided documentation

Over the course of the staged implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Project schedule files (PDF)
- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- ERDs & Data Dictionaries for IT (PDF and CHM)
- API Documentation (PDF)
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Customer-Provided Documentation

A definitive list of Customer-provide documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Tyler does not expect the customer to generate documents that do not exist in the regular course of customer’s business. Customer’s assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project.

Documentation originated by the Customer may include:

- API’s for any third-party software system to which the Tyler software will interface and exchange data
- Import data documentation and in a format suitable for import into the Tyler software (please see section titled Data Conversion)
- Workflow documentation on the customer’s current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee schedules
- Copies of existing permits, licenses, other documents presented to the public and expected to be derived from the Tyler software
Attachment A.

Acceptance Sign-off Form

WHATCOM COUNTY
WASHINGTON

Statement of Work
## Acceptance Sign Off

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Performed By</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

Additional Signoff Notes:

☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.

2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: ________________________

Signature: ________________________

Date: ________________________

(Please return signed copy to the Tyler Technologies project team)

Customer Notes:

---

Contract for Software and Services Agreement
Permit System Replacement
Copyright 2017 Tyler Technologies, Inc.
Attachment B.

Change Order Request Form

Statement of Work
Change Order Form

Client: ___________________________ Date: ___________________________

Generated By: ________________________________

Authorized By: ________________________________

Change Overview:

________________________________________________________________________

Narrative Description of Change:

________________________________________________________________________

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

<table>
<thead>
<tr>
<th>Task</th>
<th>Proposed Date Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Cost Impact:

<table>
<thead>
<tr>
<th>Change Detail</th>
<th>Credit</th>
<th>Debit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Revision No.: ________________________________

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies’ Project Manager. Change orders will be in the form of a contract amendment if it involves any monetary changes.

<table>
<thead>
<tr>
<th>Date Approved</th>
<th>Comments</th>
<th>Approved By</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
Attachment C.

System Requirements

Statement of Work
Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment (On Premise Deployments)

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to http://check.tylertech.com

Enter your email address and the password “Tyler”.

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Note: the County’s number of users exceeds the site assessment tool. Tyler will need to assist the County with this assessment.

GIS Requirements

Tyler’s software is designed to operate with Environmental Research Institute, Inc. (ESRI) ArcGIS software. Tyler’s GIS requirements are identified in the “EnerGov GIS Deployment Guidelines May 2017” document which has been provided to customer.

Tyler will work with customer as early as possible in Stage 1 to plan for the required GIS infrastructure and will be a resource to customer in Stage 2 to assist with the deployment of the required Representational State Transfer (REST) services and other components as it relates to the EnerGov application.
Content Management Requirements

System Requirements

Customer is purchasing Tyler Content Management Standard Edition (TCM-SE) for use with Tyler EnerGov software along with professional servers for implementation. Tyler will work with customer as early as possible in Stage 1 to plan for the TCM-SE implementation, including providing best document management and retention recommendations based on the State of Washington retention schedules. Tyler will be a resource to customer in Stage 2 to assist with the deployment and configuration of TCM-SE.
Attachment D.

Customer Roles & Skills Requirements

Statement of Work
Customer Roles/Skills Requirements

Project Collaboration

A successful Tyler enterprise implementation is a collaborative endeavor in which both Tyler Project Team members and agency personnel occupy specific roles (and the responsibilities associated therewith). While definitive client-side roles and skills may vary from project to project (depending on the agency’s resource availability) the following designations represent the typical and recommended resource involvement for most agencies.

Executive Sponsor:

This role is typically an executive or managerial sponsor of either the IT group or a dominate business group that is ultimately responsible for the success of the project.

Typical positions: IT Director / Department or Division Director

Responsibilities include:

- Ultimate responsibility for the success of the project; serves as project champion.
- Creating a positive environment that promotes project buy-in.
- Driving the project through all levels of the agency.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Project Steering Committee:

This committee is formed by executive or managerial staff of every affected business group to be implemented.

Typical individuals include a committee of the following: CIO / Community Development Director / Finance Director / CFO / Planning Director / Public Works Director etc...

Responsibilities include:

- Ensure proper change management and leadership to departmental staff.
- Determine beneficial process change through automation as it is presented cross-departmentally.
- Monitor project from high level.
Customer Project Manager:

This role is typically a non-business group member (IT or support staff) of the agency’s project team.

Typical positions: IT or applications support project manager

Responsibilities include:

- Serve as coordinator of the agency’s Implementation team / subject matter experts.
- Assist in managing the project scope, deliverables and timeline with assistance from the Tyler Project Manager.
- Ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
- Develop and maintain the project resource plan in conjunction with the Tyler Project Manager.
- Schedule and coordinate project tasks with assistance from the Tyler Project Manager.
- Coordinate agency’s Implementation team resources with all departments.
- Participate in daily project activities and track progress on project tasks.
- Hold meetings with project stakeholders to update on project status and to reach verdict on any escalated process decisions that need to be made.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Desired Skills/Experience:

- Previous project management experience as project manager
- Strong IT technical background
- Bachelor’s Degree in Computer Science or equivalent experience
- Experienced with an iterative-based development approach
- SharePoint & Microsoft Project experience a plus
- Excellent knowledge of Customer Business Practices and Processes
Countywide Application Administrator:

Countywide application administrator will work with each affected department for the entire lifecycle of the implementation and will provide ongoing configuration and technical support after the EnerGov system goes live.

Typical positions: IT Application Administrator or Database Administrator with subject matter expertise directly supporting the business group.

Responsibilities include:

- Strong IT technical background
- Being trained on the EnerGov system at a System Administration level.
- Being fully engaged in the business analysis system configuration, reviews and UAT activities.
- Works with Business Leads from each department
- Assist internal efforts towards the creation of reports, interfaces & conversions.
- Actively participate in the full implementation of Tyler’s EnerGov software solution.

Desired Skills/Experience:

- Proficient in Crystal Reports
- Proficient with Microsoft SQL Server
- Analytical/Problem Solving Skills
- Experience with other "configurable" enterprise applications such as PeopleSoft, SAP, Munis etc.

Countywide System, Network and GIS Administrators:

Multiple roles responsible for setting up and maintaining the technical infrastructure for the on-premises Tyler EnerGov system. This includes client workstations and associated peripherals, servers, networks, backups, GIS data repository and map services. Will participate in implementation and will provide ongoing configuration and technical support after the EnerGov system goes live.

Typical positions: IT System Administrator, IT Sr. System Administrator, IT Network Engineer and GIS Administrator.

Responsibilities include:

- Strong IT technical background
- General awareness of the EnerGov system for the specific support role.
- Actively participate in the full implementation of Tyler’s EnerGov software solution.

Desired Skills/Experience:

- Proficient with computer workstations, servers, networks and GIS for the specific support role
- Analytical/Problem Solving Skills
Departmental Business Leads:

At least one user representative for each affected department must be appointed for the entire lifecycle of the implementation. Assigning competent business leads to assist in the project is highly recommended and can often determine the success of the implementation for their respective areas. These Business Leads are typically transitioned into Tyler "Power Users".

Typical positions: Departmental or division "power user" and member of the business group.

Responsibilities include:

- Attending assessment workshop sessions.
- Willing and able to gather data and make decisions about business processes.
- Works with Countywide Application Administrator to implement business process in Tyler EnerGov.
- Assist as a knowledge-base in the creation of specifications for reports, interfaces & conversions.
- Review and test the system configuration.
Attachment E.

Custom Programming Request Form

Statement of Work
Custom Programming Request Form

| Client: |  
| Date of Request: |  
| Contact Name: |  
| Expiration Date: | (Quote is valid for 30 days) |

Feature Request

[Short Narrative Here]

Option 1 – [Custom Programming Item Name], [Hour Estimate]

[Details here]

---

**Tyler Technologies Use Only**

| Development Hours: | 0 |
| Estimated Release Date: | See Dates Below |
| Estimated Release Version: | See Dates Below |

| Impact Fee: | $0 |
| Development: | $0 |
| Implementation Cost: | $0 |
| Training Cost: | $0 |
| Documentation Cost: | $0 |
| Total Cost: | $0 |

R&D Authorization: __________________________________________
Sales Rep Authorization: ________________________________________
Authorized: __________________________________________________

Total Cost: $0
## Release Schedule

<table>
<thead>
<tr>
<th>Release Schedule</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[EnerGov Software Beta Release date]</td>
<td>DATE</td>
</tr>
<tr>
<td>[EnerGov Software RC Release date]</td>
<td>DATE</td>
</tr>
<tr>
<td>[EnerGov Software Gold Release date]</td>
<td>DATE</td>
</tr>
</tbody>
</table>

* Release dates are subject to change

---

**Accepted and Ordered by Customer:**

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Please sign, date and return by fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (print):</td>
<td>Tyler Technologies, Inc.</td>
</tr>
<tr>
<td>Title:</td>
<td>Phone: 888-355-1093</td>
</tr>
<tr>
<td>Date:</td>
<td>Fax: 678-474-1002</td>
</tr>
</tbody>
</table>
Attachment F.

Custom Report and Forms Form

WHATCOM COUNTY
WASHINGTON

Statement of Work
## EnerGov Custom Request Form

Fill out this form as completely and with as much detail as possible. Please attach any sample reports or other supporting documentation and be sure to save a copy for your records. The more detail provided, the better the report designer can develop the report without additional follow-up. Not all items will apply to each report; you need only complete those items that are relevant to the request. Exceptions to these requirements may be noted under Additional Details. To save time for a large number of similar report requests, save basic information as a template.

### Client Name:

### Report Requestor/Point of Contact:

### Request Date:

### Requested Completion Date:

- **Priority (1=High, 5=Low):**
  - 1
  - 2
  - 3
  - 4
  - 5

### Report Name:

### Report Description/Business Need:

### Based on Similar or Existing Standard or Custom Report:

### Report Type:

- *Report* 
- *Document*

### Request Type:

- *New* 
- *Modification*

### Report Target:

- *Client* 
- *Customer* 
- *EnerGov*

### Format Design:

### Report Style:

- Replicate Sample Exactly
- Listing
- Letter
- Free Form
- Certificate
- Dashboard

### Report Orientation:

- Portrait
- Landscape

### Report Output:

- Print/PDF
- Excel/CSV

### Paper Type:

- Letter
- Legal
- Ledger
- Printed Form
- Other

### Include Print Date/Time:

- Time
- Header
- Left
- Date
- Footer
- Center
- Right

### Include Page Numbers:

- Page N
- Header
- Left
- Page N of M
- Footer
- Center
- Right

### Date/Time Formats:

- MM/DD/YYYY
- HH:MM:MM
- MM/DD/YY
- HH:MM
- MM/DD/YY
- HHMM (24)

### Default Font Information: (Times New Roman, 10 point, Black if not specified):

- Font Name: 
- Font Size: 
- Font Color: Black or

### Technical Design:

### Identify Attached Specifications/Sample Documents (XLS, DOC, PDF, etc.):

### Primary SQL Stored Procedure (for existing reports):

### EnerGov Parameter:

- Date Range
- Module ID
- Other

### Record Selection Inclusion/Exclusion Filter or Parameters (please put additional filters in the Notes for Developer):

### Filter #1

- Parameter: User Static Dynamic

### Filter #2

- Parameter: User Static Dynamic

### Filter #3

- Parameter: User Static Dynamic

### How Report Data is to be Stored or Grouped (please put additional sort/groupings in the Notes for Developer):

### Primary Sort:

- Group

### Secondary Sort:

- Group

### Tertiary Sort:

- Group
### Additional Details

**Notes For Developer:**

**QA Instructions/Test Case Scenarios:**

**Client Services Notes:**

**Client Notes:**

### Approvals

**Ready To Develop Checklist**

- [ ] All static and data elements have been identified in the report specification
- [ ] All formatting requirements have been identified in the report specification
- [ ] Indicate in the report specification whether to list one address type, all address types, or prioritization of address types
- [ ] Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types
- [ ] Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers
- [ ] All custom fields have been created in the client database
- [ ] All custom fields have been configured on appropriate Additional Info dialogs
- [ ] All record types, classes, statuses, etc. necessary to the report have been configured
- [ ] All fees and fee templates necessary to the report have been configured
- [ ] All address types necessary to the report have been configured
- [ ] All contact types necessary to the report have been configured
- [ ] All objects, impact conditions, certifications, and other elements necessary to the report have been configured
- [ ] All workflow steps and actions necessary to the report have been configured
- [ ] All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured
- [ ] Client has approved custom report request specification

<table>
<thead>
<tr>
<th>Specification Report Developer</th>
<th>Specification Date</th>
<th>Estimated Initial Dev/QA Hours</th>
<th>Estimated Initial Dev/QA Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Services Representative</td>
<td></td>
<td>Submitted Date</td>
<td>Billable Type:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☐ Contracted ☐ Purchase Order</td>
</tr>
</tbody>
</table>

**Client Approval**

I agree that the above and associated documents accurately reflect the requirements for this Custom Report Request.

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Client Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
Understanding the EnerGov Custom Report Request Form

The following describes each item on the EnerGov Custom Report Form:

General Information

- **Client Name** – Name of the project client.
- **Report Requestor/Point of Contact** – Name of original customer or Tyler source of report requirements.
- **Report Date** – The date the request form is filled out.
- **EnerGov Module** – Check the box for the module for which the report is being developed.
- **Requested Completion Date** – The date the report has been promised to the customer.
- **Priority** – The importance of the report to the client (high priorities will be completed first).
- **Report Name** – The name the report is to be called (will be used for the RPT and SQL file names).
- **Report Type** – Whether the report is a batch-style report or single case document.
- **Report Description/Business Need** – Describe the purpose or use of the report.
- **Request Type** – Whether request is based on, or modification to, an existing report or a new report.
- **Based On Or Similar To Existing Standard or Custom Report** – Identify an existing report that should be used as a starting point for further development.
- **Report Target** – Indicate if this report is for EnerGov use, internal Client use, or will be delivered to end Customers.

Format Design

- **Report Style** – Whether the report style is a listing format (table), Letter (to be mailed), Form (completed or to be filled out), Certificate (such as license or permit), Dashboard (summary analysis of data) or Exact (identical to the sample report).
- **Report Orientation** – Whether the report page orientation is Portrait or Landscape.
- **Report Output** – Whether report is intended to be read (Print/PDF) or exported (Excel/CSV).
- **Paper Type** – Select the type of paper the report will be printed on (letter, legal, ledger, pre-printed form, or other paper size). If selecting other, please identify in Additional Notes.
- **Include Print Date/Time** – Select whether to include the print date and/or time in the report header/footer and to justify it center, left or right.
- **Include Page Numbers** – Select whether to include Page Number and or Page Total in the report header/footer and to justify it center, left or right.
- **Date/Time Formats** – Select the default style of date and time to be used in the report.
- **Default Font Information** – If the default font size, style and color not specified: Times New Roman, 10pt, Black.

Technical Design

- Identify Attached Specification/Sample Documents - List the file names of additional requirements specifications or sample documents.
- **Primary SQL Stored Procedure** – The name of any existing stored procedure to be used for the report.
- **EnerGov Parameter** – Indicate if the key report parameter is a date range, an EnerGov Module ID or other field.
○ **Record Selection Inclusion/Exclusion Filter Or Parameters** – List any filters to include or exclude records, in addition to any EnerGov Parameter, that should be applied to the data record selection or SQL Stored Procedure. If the filter is to be a user-prompted parameter, indicate whether the user will enter a value, select from a list of static values, or select from a dynamic list of values. If more than three, please list in *Notes For Developer*.

○ **How The Report Is To Be Sorted or Grouped** – List any primary, secondary or tertiary sorting. Note if the report should be grouped by the sort value. If any group summary totals and/or if more than three sort/group levels are required, please list in *Notes For Developer*.

### Additional Details

○ **Notes for Developer** – Any additional information that will aid in the design and development of the report.

○ **QA Instructions/Test Case Scenarios** – Special testing information to facilitate report testing and validation.

○ **Client Services Notes** – Any additional comments about the report for the Implementation Team.

○ **Client Notes** – Any additional comments about the report for the client.

### Approval

○ **Ready To Develop Checklist** – List of items for implementation to make sure are complete before submitting the Report Request.

  - All static and data elements have been identified in the report specification
  - All formatting requirements have been identified in the report specification
  - Indicate in the report specification whether to list one address type, all address types, or prioritization of address types
  - Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types
  - Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers
  - All custom fields have been created in the client database
  - All custom fields have been configured on appropriate Additional Info dialogs
  - All record types, classes, statuses, etc. necessary to the report have been configured
  - All fees and fee templates necessary to the report have been configured
  - All address types necessary to the report have been configured
  - All contact types necessary to the report have been configured
  - All objects, impact conditions, certifications, and other elements necessary to the report have been configured
  - All workflow steps and actions necessary to the report have been configured
  - All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured
  - Client has approved custom report request specification

○ **Specification Report Developer** – The name of the Report Developer assisting in the requirements gathering and report specification.

○ **Specification Date** – The date the specification was completed.
- **Estimated Initial Development/QA Hours** – The number of hours expected for initial report development and QA. Revisions and subsequent changes to the specification may require additional hours.

- **Estimated Initial Development/QA Cost** – The expected billable cost for initial report development and QA. Revisions and subsequent changes to the specification may lead to additional billable costs.

- **Client Services Representative** – The name of the Client Services Representative working with the client.

- **Submitted Date** – The date the approved Custom Report Request is submitted to the Report Development Team.

- **Billable Type** – Whether this report is part of a contracted set of development hours, or will be billed against a client purchase order.

- **Client Approval** – Authorization by the client verifying that the report requirements are correct.
Attachment G.

DB Data Model and Guide

Statement of Work
Data Conversion for EnerGov Enterprise Server Template DB Data Model and Guide

The tables in the EG_Template db are grouped together and named such that they correspond closely with the structure of the EnerGov core product, which is broken out into different units/modules. Below, each module will contain a listing of the tables, a brief description, and an ERD diagram. All of these ERD diagrams are present within the EG_Template db (under the Database Diagrams folder in SQL Server).

**Contact Repository:**

**contact**
This contains the master list of contacts to convert. Duplicates should be kept to a minimum. The goal would be to have one contact record for each actual person or company. Every module within EnerGov will utilize this same contact master table for its case contacts.

**contact_address**
The various addresses associated to the contact. Address_type is available to distinguish different addresses (mailing, location, billing, etc.).

**contact_certification**
This is used to hold certifications or licenses that are desired for historical purposes, but are not being managed in EnerGov with Professional Licensing or Business Licensing.
Professional Licensing:

contact
See Contact Repository.

professional_license
Usually a license related to an individual or contractor of some sort.

professional_license_note
Simply a place for logging memos on the license.

professional_license_additional_fields
Add any other fields which are not provided in the template model.
Business Licensing:

contact

See Contact Repository.

Business

The business table relates 1-to-1 with the contact table. This table simply holds extra attributes of the contact, and allows the contact to interact with the business license module of EnerGov as a business entity.

business_parcel

For integration with GIS, simply provide the parcel number (or PID) of the business location.

business_contact

For business contacts that link up to the master contact repository.

business_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the business record in the legacy db (Applicant, Owner, Manager, President, etc.).

business_inspection

For routine inspections associated to business licenses.

business_license

Holds licenses related to a company.

business_license_note

Simply a place for logging memos on the license.

business_license_additional_fields

Add any other fields which are not provided in the template model (at the license level).
Code Enforcement:

code_case
Self-explanatory.

code_case_address
The various addresses associated to the case. Address_type is available to distinguish different addresses (location, owner, etc.). code parcel - For integration with GIS, simply provide the parcel number (or PID) of the case location.

code_case_contact
For case contacts that link up to the master contact repository.

code_contact_no_key
For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db. (Complainant, Owner, Tenant, etc.).

code_inspection
For inspections associated to code cases.

code_case_history_log
If history of updates to the case are really needed, they can be logged here.

code_case_note
Simply a place for logging memos on the case.

code_case_additional_fields
Add any other fields which are not provided in the template model (at the case level).

code_case_violation
Violations associated to the case. These usually reference city/county code numbers.

code_case_activity
A place to log various events that have occurred against the case.
Permits:

Permit

Self-explanatory. There is a parent-child relationship available within this table (for sub-permits).

permit_address

The various addresses associated to the permit. Address_type is available to distinguish different addresses.

permit_parcel

For integration with GIS, simply provide the parcel number (or PID) of the permit location.

permit_contact

For case contacts that link up to the master contact repository.

permit_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the permit record in the legacy db (Applicant, Owner, Contractor, etc.).

permit_inspection

For inspections associated to permits.

permit_history_log

If history of updates to the permit are really needed, they can be logged here.

permit_note

Simply a place for logging memos on the permit.

permit_additional_fields

Add any other fields which are not provided in the template model (at the permit level).

permit_activity

A place to log various events that have occurred against the permit.

permit_hold

For instances where a stop work, or a hold was/is issued against a permit.

permit_zone
Simply provides a place to link zones to a permit. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

permit_fee

Simply shown for reference here. Also see the Financial Tables section.
Plans:

plan_case
Self-explanatory.

plan_address
The various addresses associated to the case. Address_type is available to distinguish different addresses.

plan_parcel
For integration with GIS, simply provide the parcel number (or PID) of the plan location. Where multiple parcels are on a case, one should be designated as the main parcel.

plan_contact
For case contacts that link up to the master contact repository.

plan_contact_no_key
For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Applicant, Owner, Contractor, etc.).

plan_inspection
For inspections associated to cases.

plan_history_log
If history of updates to the case are really needed, they can be logged here.

plan_note
Simply a place for logging memos on the case.

plan_additional_fields
Add any other fields which are not provided in the template model (at the case level).

plan_activity
A place to log various events that have occurred against the case. For conversions, reviews would likely go here.

plan_hold
For instances where a stop work, or a hold was/is issued against a case.

plan_zone
Simply provides a place to link zones to a case. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

plan_fee

Simply shown for reference here. Also see the Financial Tables section.
Inspections:

Inspection

This holds the details of each inspection occurrence. Each inspection should be linked to the case that it relates to by using the cross reference tables below.

plan_inspection

For inspections associated to plan cases.

permit_inspection

For inspections associated to permits.

code_inspection

For inspections associated to code cases.

business_inspection

For inspections associated to businesses.

inspection_note

Simply a place for logging memos on the inspection.

inspection_checklist_item

These can be used for categorized checklist info, violations, etc.
Financial Tables:

permit fee
Holds the details for fees associated to permits.

plan fee
Holds the details for fees associated to plans.

payment
Records representing funds received.

payment_reversal
Records representing funds going back to a customer (or voided). The types of transactions here would likely be voids, NSFs, and refunds. These should be linked back to the original payment record that they are reversing.

permit_payment_detail
records the amount applied to each individual fee (line item) within a payment.

plan_payment_detail
records the amount applied to each individual fee (line item) within a payment.

permit_payment_reversal_detail
records the amount applied to each individual fee (line item) within a reversal.

plan_payment_reversal_detail
records the amount applied to each individual fee (line item) within a reversal.
### 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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<tr>
<td>Originator:</td>
<td>Dec</td>
<td>10/10/17</td>
<td></td>
<td>11/8/17</td>
<td>Finance/Council</td>
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<tr>
<td>Division Head:</td>
<td>MFR</td>
<td>10/27/17</td>
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<tr>
<td>Dept. Head:</td>
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<td></td>
<td></td>
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<tr>
<td>Prosecutor:</td>
<td>JG</td>
<td>10/11/17</td>
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<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
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<td>10/30/17</td>
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**TITLE OF DOCUMENT:** Contract Amendment #2 for Services Agreement – Building Assessment Studies and Cost Estimates for Capital Improvements at the Jail (Public Safety Building) and Work Center.

**ATTACHMENTS:**
Proposed Contract Amendment #2 Documents

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

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and design2LAST, Inc. for capital improvements at the Jail (Public Safety Building and the Work Center in the amount of $543,000 for a total amended contract amount of $913,287.20

**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.
Attached are two (2) originals of contract Amendment #2 for the Contract for Services Agreement – Building Assessment Studies and Cost Estimates for Capital Improvements at the Jail (Public Safety Building) and Work Center between Whatcom County and design2LAST, Inc. for your review and signature.

**Background and Purpose**

This Amendment is authorization for Design2Last and consultants to continue the project into Phase 2, Design and Construction and Phase 3, Construction Administration of the Proposed Scope of Work, and as is indicated by the overall project schedule of Phases in the contract.

Completed / Phase 1-A & 1-B: Preliminary Study, Assessment, and Cost Estimate Report

Provide an overview of the code compliance, structural deficiencies, operational improvements, proposed solutions, and preliminary costs of suggested improvements.

Prioritize the recommendations for implementation, with immediate, mid, and long-term phases and preliminary cost estimates along with life-cycle cost analysis of the building.

- Final Report was completed in November 2016, with a list of projects to address deficiencies at the Jail, along with preliminary cost estimates.

Phase 1-B: Detailed Investigation, Assessment, Project Scopes and Cost Reports.

This Contract Amendment provides authorization to continue the process towards Jail upgrades. Deliverables of this phase will provide design information and a detailed scope of work for refined cost estimates and the information necessary to formulate refined Project Budgets for continuation into Phases 2 & 3.
Whatcom County had decided to proceed following the ten tasks that were selected to further refine in phase I-B and now has decided to proceed with design (Phase 2) and Construction (Phase 3).

- **Funding Amount and Source**
  Funding amount needed for this contract Amendment #2 is $543,000. This contract funding is provided through the Jail Improvement Fund. A supplemental budget request for the $390,000 will be requested in the next cycle for Council approval to fund the remaining balance of this amendment.

- **Differences from Previous Contract**
  This project is a one-time agreement.

Please contact Michael Russell at extension 5365, if you have any questions or concerns regarding the terms of this agreement.

Enclosures
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

### Originating Department: Facilities Management
### Contractor's / Agency Name: design2LAST, inc.
### Contract or Grant Administrator: Michael Russell

<table>
<thead>
<tr>
<th>Question</th>
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<td>☐</td>
</tr>
<tr>
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<tbody>
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<td>If No, include WCC:</td>
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<thead>
<tr>
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<tbody>
<tr>
<td>Is this a grant agreement?</td>
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<tr>
<td>If yes, grantor agency contract number(s):</td>
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<table>
<thead>
<tr>
<th>Question</th>
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</thead>
<tbody>
<tr>
<td>Is this contract grant funded?</td>
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<tr>
<td>If yes, Whatcom County grant contract number(s):</td>
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</table>

<table>
<thead>
<tr>
<th>Question</th>
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<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>☑</td>
<td>☐</td>
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<tr>
<td>If yes, RFP and Bid number(s):</td>
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<tr>
<td>Cost Center:</td>
<td>337100</td>
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<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
<td></td>
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</tr>
</tbody>
</table>

### Contract Amount:
- Sum of original contract amount and any prior amendments:
  - $370,287.20
- This Amendment Amount: $543,000.00
- Total Amended Amount: $913,287.20

### Summary of Scope:
This contract Amendment #2 is between Whatcom County and design2LAST, inc. for the Contract for Services Agreement, Building Assessment Studies and Cost Estimates for Capital Improvements at the Jail (Public Safety Building) and Work Center.

### Term of Contract:
- Expiration Date: 12/31/18

### Contract Routing:
1. Prepared by: Dee Ebergson Date: 10/10/17
2. Attorney signoff: Date: 10/11/17
3. AS Finance reviewed: Date: 10/23/17
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: 060414
CONTRACT AMENDMENT #2
Consultant Services Agreement
Building Assessment Studies and Cost Estimates for Capital Improvements
At the Jail (Public Safety Building) and Work Center

This AMENDMENT is to the Contract made between Whatcom County and design2LAST, Inc., June 30th, 2016 and designated "Whatcom County Contract No. 201607005". In consideration of the mutual benefits to be derived, the parties agree to the following:

This amendment modifies the contract language as listed in Exhibit “A” and Compensation Exhibit “B”. The total for Amendment #2 is $543,000.00 for a new total of the contract with the amendments will be in the amount of $913,287.20 including applicable Washington State Sales Tax.

This amendment modifies the original contract termination date to be extended until December 31, 2018.

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 stated.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of October, 2017

CONTRACTOR:

[Signature]
Lauri Strauss, AIA LEED AP BD&C, President & CEO
Design2LAST, Inc.

STATE OF

) ss
COUNTY OF

On this 25th day of October, 2017, before me personally appeared Lauri Strauss, AIA LEED AP BD&C to me know to be the President and CEO at design2LAST, Inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
Patrick Scanlan
(printed name)
NOTARY PUBLIC in and for the State of Washington
residing at Bellingham

My commission expires 9/9/2020
WHATCOM COUNTY:
Approved as to form:

[Signature] 10/11/17
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.

________________________________________________________________________

(printed name)
NOTARY PUBLIC in and for the State of ______________________________________,
residing at ________________________________________________.

My commission expires ____________________.

CONTRACTOR INFORMATION:

design2LAST, inc.

Address:
design2LAST, inc.
543 Main Street, Suite 101
Edmonds, WA 98020

Mailing Address:
543 Main Street, Suite 101
Edmonds, WA 98020

Contact Name:
Lauri Strauss, AIA LEED AP BD&C, President & CEO

Contact Phone:
(425) 673-7269
Garrett Maupin, Construction Coordinator, Whatcom County Facilities Management
316 Lottie Street, Bellingham, WA 98225

RE: Whatcom County Jail Improvements: Contract # 201607005 – Phase 2 and 3 Bellingham, WA

Dear Mr. Maupin,

design2 LAST, inc is pleased to offer architectural and engineering design services to Whatcom County for the Jail Improvements project. Attached is our fee proposal information for the work to perform these services. The following documents are our understanding of the scope of services and deliverables we are to provide for Phase 2, Design and Construction Documents; and Phase 3, Construction Administration Services for this project.

**Project Description**

design2 LAST was retained by Whatcom County to perform building assessments on the existing Jail, (Public Safety Building) and the existing Work Center – formally known as Phase 1A. Whatcom County then selected ten tasks to further refine in Phase 1B with more detailed scope and costing. Whatcom County, following the recommendation of the team, has now decided to proceed with design (Phase 2) and construction (Phase 3) of the scope options recommended in Phase 1B (see Schedule ‘A’).

<table>
<thead>
<tr>
<th>Phase</th>
<th>Milestones*</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>Phase 2</td>
<td>Design Charrette</td>
<td>$74,360</td>
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<tr>
<td></td>
<td>50% Over-the-Shoulder review</td>
<td>$76,430</td>
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<tr>
<td></td>
<td>65% Design Development</td>
<td>$56,000</td>
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<tr>
<td></td>
<td>100% Design Draft</td>
<td>$88,000</td>
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<tr>
<td></td>
<td>100% Final Bid Documents</td>
<td>$13,140</td>
</tr>
<tr>
<td></td>
<td>Consulting Services During Bidding and Negotiations</td>
<td>$10,787</td>
</tr>
<tr>
<td>Phase 3</td>
<td>Construction Administration Services</td>
<td>$224,283</td>
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*Refer to Schedule A for SCOPE OF SERVICES
TRAVEL EXPENSES are included in the proposal
*Refer to Schedule ‘B’ for milestone deliverables

$543,000
Sub Consultants
design2 LAST has included the team members listed below for Phases 2 and 3:

Architects Rasmussen Triebelhorn (A-RT).................................. Criminal Justice Facility Design and Operations
Sázän Group................................................................. Mechanical, Electrical, and Fire Protection Engineering
Clevenger and Associates .................................................... Kitchen and Laundry Design
ProDims ................................................................................ Cost Estimating
SCBC Engineers ................................................................... Structural Engineering - QC

Schedule
design2 LAST is prepared to begin work on this contract immediately. We will complete a design and
construction schedule upon receiving approval on this proposal.

Fees
The fees listed above are offered as a lump sum basis. Each task will be invoiced by design2 LAST monthly
on a percentage complete basis, and/or upon completion of a task. The attached fee breakdown is
confidential and issued for your information only. Upon approval, this work can be added as amendment to
our existing contract.

I thank you for this opportunity and look forward to continuing our work on this project. If you have any
further questions regarding this proposal, please feel free to contact me.

Sincerely,

[Signature]

Lauri Strauss, AIA LEED AP BD&C, President and CEO
SCHEDULE ‘A’ SCOPE OF SERVICES
These scope options will be collectively referred to as the “Whatcom County Jail improvements” project for the Phase 2 and 3 efforts.

- 4-1 – Improvements to domestic water distribution piping system
- 4-2 – Improvements to condensate drain pans of the AHU cabinets
- 5-1 - Provide new wet pipe sprinkler protection in the second and third floor housing units
- 5-2 - Extend wet pipe and dry pipe sprinkler protection to unsprinklered non-housing areas
- 5-3 - Sprinkler system maintenance and repair
- 8-1 - Replace items that have exceeded their useful life
- 8-2 - Replace items that have an expected remaining life of less than five years
- 8-3 - Repair: Walk-In Cooler/Freezer, Disposer at Pot Wash
- 8-4 - Replace existing electrical panelboard serving kitchen equipment
- 9-1-9-11 - Replace/repair door hardware on commercial type doors.
- 10-1-10-12 - Replace all detention cell doors, including detention hardware. Replace specific hardware pieces identified on other detention doors listed.
- 12-18 - Provide UL924 listed “bugeye” emergency lighting units with integral batteries in critical jail spaces
- 12-2 - Provide UL924 listed “bugeye” emergency lighting units with integral batteries in elevator cabs
- 12-3 - Provide UL924 listed “bugeye” emergency lighting units with integral batteries in recreation area
- 12-4 - Re-circuit existing lighting in the dormitory spaces to provide additional emergency lighting beyond the current single lamp “night lights”.
- 17-1 – Modify the sanitary drain from the kitchen to minimize backups and prevent water from flowing toward the cleanout
- 17-2 – Modify shower drains in the cells that are beginning to fail
- 17-3 – Seal the floor of first floor restroom next to the shower room in the north east corner of the building
- 17-4 – Modify the drain pipe in the clothes washing machine drain room and provide ventilation to the space to remove moisture and odors

Scope includes the following:
1. Additional field investigation by relevant disciplines prior to design effort.
2. Design Charrette – 4-6 hour meeting to include in-person participation of all design team members, facilities personnel, and Jail staff.
3. Design work and construction documents required to address the SCOPE OPTIONS listed above and confirmed by the charrette.
4. Plans and specifications showing the affected spaces only.
5. Electronic delivery (via dropbox or A360 site) of the 22"x34" drawing set and 8-1/2" x 11" specification booklet in PDF format for the Charrette report, 50% over-the-shoulder review, 65% submittal, 100% draft, and 100% final (Bid) submittals.
6. Web-based review conference of 50% documents with virtual participation by the design team.
8. Project Manager Participation at the 100% review conference at facilities office in Bellingham. Engineers and consultants will all participate via phone or Web Conference.
9. Construction cost estimates for the Charrette, 50% over-the-shoulder review, 65% review, 100% draft, and 100% final (Bid) submittals to a level of detail comparable to the phase of design.
10. Four (4) Sets Hard Copies of the 22"x34" drawing set and 8-1/2" x 11" Specifications and Supplemental Information for the Charrette report, 65% review, 100% draft, and 100% final (Bid) submittals.
11. Coordination with the permitting agencies as required for the project scope.
12. Design team participation during the bidding and negotiating phase of the project: i.e. responding to bidder questions, issuing document clarifications, telephonic participation in a pre-bid conference, and consultation during contractor selection.

13. Design team participation in administration of the construction contract: i.e. responding to contractor questions, issuing document clarifications, review of contractor submittals, review of contractor schedule, review of contractor applications for payment, etc.

14. Project Manager will attend and lead the weekly construction meetings in Bellingham. Engineers and consultants will attend construction meetings when pertinent to their discipline, otherwise, their participation will be via phone or Web Conference.

15. Record drawings of work effort in affected spaces will be provided.

16. Participating in a pre-construction conference (Project manager in person, engineers and consultants via telephone).

17. Site observation visits and report of construction activities during the construction phase.

**Exclusions**

The following are not anticipated to be necessary for this contract and are not a part of the services described above. These services can be added to our contract at our standard hourly rates or on an “as needed” basis.

1. Detailed record drawings of the entire facility outside of the areas of work covered by this contract.

**Rate Schedule**

Additional effort not described in the scope above may be provided as requested on an hourly basis per the following rates:

- Principal Architect/Project manager $175.00
- Professional Engineer/Sr Architect $150.00
- Drafting/Revit/AutoCAD $125.00

**SCHEDULE 'B' DELIVERABLES**

**Electronic Delivery in PDF format (Included with all options)**

All scope options will be included as one project, one set of documents. Each deliverable package includes:

- 22”x34” drawing sheets
  - Existing conditions/Demolition plans, drawings for new construction including plans, elevations, details, as necessary to describe the work
- 8 ½” x 11” sets:
  - Specifications (65%, 100% submittals only)
  - Supplemental Information
    - Design Analysis (Charrette, 50% submittals only)
    - Cost Estimate
    - Comments and responses from review meetings

Final Submittal will include electronically stamped documents.

**Hard Copies**

- Four (4) sets 24”x36”, black and white, drawings on bond:
- Four (4) sets 8 ½” x 11” bound, black and white, specifications:
- Four (4) sets 8 ½” x 11”, black and white, supplemental information, stapled

Additional sets can be added and will be charged at cost + 10%.
## PROPOSAL FOR PROFESSIONAL SERVICES

**CLIENT:** Whatcom County Facilities Management  
316 Lottie Street, Bellingham, WA 98225  
Jack Louws, Whatcom County Executive  
Contact/Number: Garrett H. Maupin, (360) 778-5375 d., (360) 410-9812 c.  
Project Number: 2016-013  
Project Name: Whatcom County Jail Improvements  
Prepared By: Lauri Strauss  
Date: 8/31/2017

### Direct Labor Costs

<table>
<thead>
<tr>
<th>Labor Code</th>
<th>Principal</th>
<th>Project Manager</th>
<th>Sr Arch/Civil Engr</th>
<th>Architect/Drafting</th>
<th>Specifications</th>
<th>Intern/Travel time</th>
<th>3D rendering</th>
<th>Admin/WP</th>
<th>LEED AP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate</td>
<td>$175.00</td>
<td>$150.00</td>
<td>$135.00</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$90.00</td>
<td>$150.00</td>
<td>$70.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Hours</td>
<td>59.00</td>
<td>947.00</td>
<td>88.00</td>
<td>228.00</td>
<td>34.00</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>54.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$10,325.00</td>
<td>$142,050.00</td>
<td>$11,880.00</td>
<td>$22,800.00</td>
<td>$3,400.00</td>
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<td>$3,780.00</td>
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</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Direct Labor Costs</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>b.</td>
<td>Overhead charge applicable to Labor</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>c.</td>
<td>General and Administrative Overhead</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>d.</td>
<td>Material and incidental reproduction</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>e.</td>
<td>% Handling Fee on material and incidental reproduction</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>f.</td>
<td>Unusual expenses peculiar to this project</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>g.</td>
<td>% Profit of subtotal of items a,b,c, d &amp; e</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>h.</td>
<td>Subtotal</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>i.</td>
<td><strong>Total (a through g)</strong></td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

### Subcontracts for this contract (attach breakdown for each subcontract)

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Justice Consult</th>
<th>Cost Estimate</th>
<th>Mechanical Fire Protection</th>
<th>Electrical</th>
<th>Kitchen</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$100,045.00</td>
<td>$26,781.90</td>
<td>$101,830.00</td>
<td>$69,155.00</td>
<td>$5,000</td>
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</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>h.</td>
<td>Subcontract Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i.</td>
<td>% Handling Fee on Subcontracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total (h)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i.</td>
<td><strong>Total</strong></td>
<td>$</td>
<td>-</td>
</tr>
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</table>

### Fee Summary

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Travel Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Airfare</td>
<td>Just the cost of airfare</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem w/ Lodging</td>
<td>Just the cost of Per Diem w/ Lodging Count</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage .555</td>
<td>Ground Transportation Count</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>% Handling Fee on Travel</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total (i)</strong></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL (a through i)</strong></td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

Lauri Strauss, President, CEO  
AIA, LEED AP BD+C  
543 Main St, Suite 101  
Edmonds, WA 98020  
907.317.5040  
lauri@design2LAST.com  
www.design2LAST.com
<table>
<thead>
<tr>
<th>Discipline</th>
<th>50% Over-the-Shoulder Review</th>
<th>65% Design</th>
<th>100% Draft Design</th>
<th>100% Final - Bid Documents</th>
<th>Bidding and Negotiations</th>
<th>Construction Admin Services</th>
<th>Task 800</th>
<th>Task 900</th>
<th>Contract Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Charrette</td>
<td>21,056.55</td>
<td>22,085.25</td>
<td>25,845.30</td>
<td>29,338.50</td>
<td>5,754.00</td>
<td>7,797.00</td>
<td>123,743.00</td>
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<tr>
<td>Justice Consult</td>
<td>7,260.00</td>
<td>17,315.00</td>
<td>13,865.00</td>
<td>13,625.00</td>
<td>1,570.00</td>
<td>890.00</td>
<td>45,390.00</td>
<td>-</td>
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</tr>
<tr>
<td>Cost Estimate</td>
<td>2,528.45</td>
<td>6,037.50</td>
<td>4,798.45</td>
<td>7,315.00</td>
<td>1,102.50</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Mechanical</td>
<td>19,460.00</td>
<td>15,525.00</td>
<td>5,475.00</td>
<td>22,644.00</td>
<td>2,616.00</td>
<td>900.00</td>
<td>35,210.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Electrical</td>
<td>17,325.00</td>
<td>13,998.75</td>
<td>4,816.25</td>
<td>14,377.50</td>
<td>1,697.50</td>
<td>900.00</td>
<td>16,040.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Kitchen</td>
<td>1,600.00</td>
<td>1,500.00</td>
<td>1,100.00</td>
<td>700.00</td>
<td>400.00</td>
<td>300.00</td>
<td>3,900.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>74,360.00</td>
<td>76,430.00</td>
<td>56,000.00</td>
<td>88,000.00</td>
<td>13,140.00</td>
<td>10,787.00</td>
<td>224,283.00</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
As consideration for the services provided pursuant to SCHEDULE "A" SCOPE OF SERVICES (pages 5 & 6) the County agrees to compensate the contractor five hundred forty-three thousand dollars ($543,000).

Payments will be based on the following milestones:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Milestone</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase II</td>
<td>Design Charrette</td>
<td>$74,360</td>
</tr>
<tr>
<td></td>
<td>50% Over-the-Shoulder Review</td>
<td>$76,430</td>
</tr>
<tr>
<td></td>
<td>65% Design Development</td>
<td>$56,000</td>
</tr>
<tr>
<td></td>
<td>100% Design Development</td>
<td>$88,000</td>
</tr>
<tr>
<td></td>
<td>100% Final Bid Documents</td>
<td>$13,140</td>
</tr>
<tr>
<td></td>
<td>Consulting Services During Bidding &amp; Negotiations</td>
<td>$10,787</td>
</tr>
<tr>
<td>Phase III</td>
<td>Construction Administration Services</td>
<td>$224,283</td>
</tr>
<tr>
<td></td>
<td>Total Fee</td>
<td>$543,000</td>
</tr>
</tbody>
</table>

Fee will be due upon County acceptance of completed milestone
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>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NDC</td>
<td>10/27/17</td>
<td></td>
<td>11/08/17</td>
<td>Intro</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td>11/21/17</td>
<td>Finance Committee; Council</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>BBS</td>
<td>12/27/17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TITLE OF DOCUMENT: Ordinance Amending the 2018 Budget – Amendment No. 1

ATTACHMENTS: Ordinance, Memoranda & Budget Modification Requests

SEPA review required? ( ) Yes  (X ) NO  Should Clerk schedule a hearing? ( ) Yes  (X ) NO
SEPA review completed? ( ) Yes  (X ) NO

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

Supplemental #1 requests funding from the General Fund:

1. To move $2,217,245 out of Non-Departmental wage and benefit reserves and distribute to all General Fund Departments in accordance with 2018 wage settlements and benefit adjustments.
2. To appropriate $82,703 in Assessor to fund extension of Administrative Assistant position.
3. To decrease appropriation by $10,000 and record revenue reduction of $58,000 in District Court.
4. To record revenue reduction of $130,000 in District Court Probation.
5. To appropriate $32,000 and record revenue increases of $132,000 in various fee for service and permit programs in Health.
6. To appropriate $780,241 and record $967,535 of grant revenues in Health to fund various grant program adjustments.
7. To appropriate $135,539 in Health to fund Account Clerk III and Clerk Supervisor positions.
8. To appropriate $27,900 in Juvenile to fund Parent 4 Parent program from grant proceeds.
9. To appropriate $72,464 to fund the recently added Planning Technician position and record $200,000 in revenue adjustments in Planning and Development.
10. To appropriate $172,332 in Sheriff to fund additional patrol deputy and one-time costs for vehicles, hiring, training and equipment.
11. To appropriate $14,500 in Sheriff to fund increased transcription services and office chairs.
12. To appropriate $227,525 in Non Departmental to fund General Fund transfer in support of new ballot processing system.
13. To appropriate $46,843 in Non Departmental to fund General Fund transfer in support of Hydrologist FTE in Natural Resources/Flood.
14. To record 2018 revenue adjustments of $890,000 in Non-Departmental.

Continued on next page

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
2018 Budget Supplemental #1 continued:

15. To appropriate $82,591 in Non Departmental to fund Medical Examiner contract and Sheriff/Fire District dispatch fee increases.
16. To appropriate $206,172 in Non Departmental to fund Juvenile electronics hardware refresh, Prox-Lock AMAG upgrade and repairs, and thermostatic mixing valves for the Courthouse.
17. To appropriate $75,000 in Non Departmental to fund evaluation of financial software system.
18. To appropriate $528,382 in Non Departmental to fund General Fund transfer to Jail Fund in support of security system hardware refresh projects and replacement of thermostatic mixing valves.
19. To appropriate $7,000,000 in Non Departmental to fund transfers to capital project funds for various capital improvement projects including Jail renovations.
20. To appropriate $700,000 in Non Departmental to fund increased transfer to Jail in support of increased operational expenditures.
21. To appropriate $650,000 in Non Departmental to fund additional reserve for 2018 wages and benefits.
22. To defund General Fund transfer of $2,700,000 for countywide EMS as a result of passage of tax levy.

From the Road Fund:
23. To appropriate $85,000 in Public Works to permitting, design, engineering and utility work for vector truck building.
24. To appropriate $7,601,375 in Public Works to fund annual road program.

From the Election Reserve Fund:
25. To appropriate $1,140 to fund wage and benefit settlements.
26. To appropriate $427,525 to fund ballot processing system replacement.

From the Jail Fund:
27. To record per diem revenue reduction of $300,000.
28. To appropriate $28,693 to fund wage and benefit settlements.
29. To appropriate $194,756 to fund the addition of two Correction Deputy FTEs plus one-time expenses.
30. To appropriate $176,000 to fund new dishwasher, GED contract increase, additional overtime, increased medical lab expenses and Yakima contracted jail beds.
31. To record $700,000 transfer in from the General Fund in support of increased operational expenditures.
32. To appropriate $528,155 to fund security system hardware and thermostatic mixing valve replacements from General Fund transfers.

From the Homeless Housing Fund:
33. To appropriate $56,869 and record revenue of $70,681 to fund various fee and grant adjustments.

From the Behavioral Health Program Fund:
34. To appropriate $37,902 in Superior Court – Drug Court to fund extra help, training and client incentives.
35. To appropriate $4,215 in Superior Court – Drug Court to fund wage and benefit settlements.

From Countywide Emergency Medical Services Fund:
36. To appropriate $2,209,401 to fund adjustments to the 2018 EMS program budget from revenue adjustments.

From Solid Waste Fund:
37. To appropriate $1,833 in Health to fund wage and benefit adjustments.
38. To appropriate $57,039 and record revenue of $472,000 in Health to fund Solid Waste Fund adjustments.
39. To appropriate $6,266 to fund increased Litter Control program from grant proceeds.

From Convention Center Fund:
40. To appropriate $78,000 in Non-Departmental to fund increases in tourism activities.

From Victim-Witness Fund:
41. To appropriate $443 in Prosecuting Attorney to fund wage and benefit settlements.
2018 Budget Supplemental #1 continued:
From Conservation Futures Fund:
42. To appropriate $2,792 in Planning & Development to fund wage and benefit settlements.

From Whatcom County Emergency Management Fund:
43. To appropriate $11,605 in Sheriff to fund wage and benefit settlements from fee for service activities.
44. To appropriate $5,000 in Sheriff to fund CERT from program revenues.

From Public Utilities Improvement Fund:
45. To appropriate $300,000 in Non Departmental to fund EDI expanded scope for Tri-Funder Agreement.

From the Ferry Fund:
46. To appropriate $19,764 in Public Works to fund wage and benefit settlements.

From Equipment Rental & Revolving Fund:
47. To appropriate $476,000 in Public Works to fund additional capital equipment.

From the Administrative Services Fund:
48. To appropriate $5,929 in Facilities Management to fund wage and benefit settlements.
49. To re-appropriate $14,400 in Information Technology to fund performance evaluation software.

This ordinance also amends the Authorized Position list to include the addition of 4 FTEs and a one-year extension of another FTE.
ORDINANCE NO. AMENDMENT NO. 1 OF THE 2018 BUDGET

WHEREAS, the 2017-2018 budget was adopted December 6, 2016; and,
WHEREAS, changing circumstances require modifications to the approved 2017-2018 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 2017-2018 Whatcom County Budget Ordinance #2016-068 is hereby amended by adding the following additional amounts to the 2018 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Assessor</td>
<td>141,712</td>
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<tr>
<td>Auditor</td>
<td>50,609</td>
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<tr>
<td>Council</td>
<td>91,559</td>
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<td>91,559</td>
</tr>
<tr>
<td>County Clerk</td>
<td>68,762</td>
<td></td>
<td>68,762</td>
</tr>
<tr>
<td>District Court</td>
<td>66,968</td>
<td>58,000</td>
<td>124,968</td>
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<tr>
<td>District Court Probation</td>
<td>94,486</td>
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<td>224,486</td>
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<tr>
<td>Executive</td>
<td>44,997</td>
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</tr>
<tr>
<td>Health</td>
<td>1,430,497</td>
<td>(1,099,535)</td>
<td>330,962</td>
</tr>
<tr>
<td>Hearing Examiner</td>
<td>4,554</td>
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<tr>
<td>Juvenile</td>
<td>210,260</td>
<td>(27,900)</td>
<td>182,360</td>
</tr>
<tr>
<td>Parks</td>
<td>142,952</td>
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<td>142,952</td>
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<tr>
<td>Planning &amp; Development Services</td>
<td>290,038</td>
<td>(200,000)</td>
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<td>Prosecuting Attorney</td>
<td>135,488</td>
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<tr>
<td>Public Defender</td>
<td>109,584</td>
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<td>109,584</td>
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<tr>
<td>Sheriff</td>
<td>501,292</td>
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</tr>
<tr>
<td>Superior Court</td>
<td>94,257</td>
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<tr>
<td>Treasurer</td>
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<tr>
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<tr>
<td>Non Departmental</td>
<td>4,599,041</td>
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</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td>8,123,965</td>
<td>(2,029,435)</td>
<td>6,094,530</td>
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<tr>
<td>Road Fund</td>
<td>7,686,375</td>
<td>(2,426,000)</td>
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<tr>
<td>Election Reserve Fund</td>
<td>428,665</td>
<td>(227,525)</td>
<td>201,140</td>
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<td>Jail Fund</td>
<td>929,604</td>
<td>(928,155)</td>
<td>1,449</td>
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<tr>
<td>Homeless Housing Fund</td>
<td>56,869</td>
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<td>(13,812)</td>
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<tr>
<td>Behavioral Health Program Fund</td>
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<tr>
<td>Countywide Emergency Medical Services Fund</td>
<td>2,209,401</td>
<td>(4,658,083)</td>
<td>(2,448,682)</td>
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<td>Solid Waste Fund</td>
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<td>(479,250)</td>
<td>(414,112)</td>
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<td>Convention Center (Lodging Tax) Fund</td>
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<td>78,000</td>
</tr>
<tr>
<td>Victim-Witness Fund</td>
<td>443</td>
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<td>443</td>
</tr>
<tr>
<td>Conservation Futures Fund</td>
<td>2,792</td>
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</tr>
<tr>
<td>Whatcom County Emergency Management Fund</td>
<td>16,605</td>
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<td>-</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>300,000</td>
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<td>300,000</td>
</tr>
<tr>
<td>Ferry Fund</td>
<td>19,764</td>
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<td>19,764</td>
</tr>
<tr>
<td>Equipment Rental and Revolving Fund</td>
<td>476,000</td>
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</tr>
<tr>
<td>Administrative Services Fund</td>
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<td>20,329</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td>20,456,067</td>
<td>(10,835,734)</td>
<td>9,620,333</td>
</tr>
</tbody>
</table>

I:\BUDGET\SUPPALS\2018_Suppl\Supplemental #1-2018.docx
BE IT FURTHER ORDAINED by the Whatcom County Council that Section II. B.) of the 2017-2018 budget ordinance be amended as follows:

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 Contracts for goods and services on individual items or projects 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 a similar purpose, vehicle type, equipment type and size as the original asset identified in Exhibit B.

2018 Exhibit B is attached with changes presented.

BE IT FURTHER ORDAINED by the Whatcom County Council that Exhibit C Authorized Positions in the 2017-2018 Budget Ordinance should also be amended to provide for the following FTE changes:

- Add 1 FTE Hydrologist in Public Works - Natural Resources/Flood
- Extend a second Administrative Assistant FTE in Assessor another year. Position was originally unfunded in 2018 so as to use budget authority from an appraiser vacancy to be closed. Both positions will continue for 2018.
- Add 1 FTE Deputy in Sheriff
- Add 2 FTE Corrections Deputies in Sheriff (Corrections)

ADOPTED this ____ day of ____________________, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

Daniel L. Atkinson

( ) Approved ( ) Denied

Jack Louws, County Executive

Date: ____________________
<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessor</td>
<td>To fund extension of Administrative Assistant position</td>
<td>82,703</td>
<td>-</td>
<td>82,703</td>
</tr>
<tr>
<td>Assessor</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>59,009</td>
<td>-</td>
<td>59,009</td>
</tr>
<tr>
<td>Auditor</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>50,609</td>
<td>-</td>
<td>50,609</td>
</tr>
<tr>
<td>Council</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>91,559</td>
<td>-</td>
<td>91,559</td>
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<tr>
<td>County Clerk</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>68,762</td>
<td>-</td>
<td>68,762</td>
</tr>
<tr>
<td>District Court</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>76,968</td>
<td>-</td>
<td>76,968</td>
</tr>
<tr>
<td>District Court</td>
<td>To record District Court revenue reduction</td>
<td>(10,000)</td>
<td>58,000</td>
<td>48,000</td>
</tr>
<tr>
<td>District Court Probation</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>94,486</td>
<td>-</td>
<td>94,486</td>
</tr>
<tr>
<td>Executive</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>44,997</td>
<td>-</td>
<td>44,997</td>
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<tr>
<td>Health</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>482,717</td>
<td>-</td>
<td>482,717</td>
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<tr>
<td>Health</td>
<td>To fund NSBHO Mental Health Block Grant program</td>
<td>168,389</td>
<td>(168,389)</td>
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</tr>
<tr>
<td>Health</td>
<td>To fund NSBHO - Dedicated Marijuana Account program</td>
<td>194,500</td>
<td>(216,000)</td>
<td>(21,500)</td>
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<tr>
<td>Health</td>
<td>To fund DOH DMJ Regional (Marijuana Prevention) program</td>
<td>204,430</td>
<td>(359,586)</td>
<td>(155,158)</td>
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<tr>
<td>Health</td>
<td>To fund contract increase for Developmental Disabilities program</td>
<td>78,356</td>
<td>(78,366)</td>
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</tr>
<tr>
<td>Health</td>
<td>To eliminate Skagit County DD contract</td>
<td>(8,000)</td>
<td>8,000</td>
<td></td>
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<tr>
<td>Health</td>
<td>To fund DBHR Marijuana Prevention Program</td>
<td>42,060</td>
<td>(45,424)</td>
<td>(3,364)</td>
</tr>
<tr>
<td>Health</td>
<td>To remove CPG Enforcement Grant</td>
<td>(159,066)</td>
<td>188,108</td>
<td>29,042</td>
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<td>Health</td>
<td>To fund CPWI Opiate STR program</td>
<td>57,859</td>
<td>(63,961)</td>
<td>(6,302)</td>
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<td>Health</td>
<td>To fund Foundational Public Health grant program</td>
<td>104,760</td>
<td>(120,699)</td>
<td>(15,939)</td>
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<tr>
<td>Health</td>
<td>To fund Account Clerk III position</td>
<td>61,620</td>
<td>-</td>
<td>61,620</td>
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<tr>
<td>Health</td>
<td>To fund Clerk Supervisor position</td>
<td>73,919</td>
<td>-</td>
<td>73,919</td>
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<tr>
<td>Hearing Examiner</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>4,554</td>
<td>-</td>
<td>4,554</td>
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<tr>
<td>Juvenile</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>182,360</td>
<td>-</td>
<td>182,360</td>
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<tr>
<td>Juvenile</td>
<td>To fund Parent 4 Parent program</td>
<td>27,900</td>
<td>(27,900)</td>
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<tr>
<td>Parks</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>142,952</td>
<td>-</td>
<td>142,952</td>
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<tr>
<td>Planning &amp; Development Services</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>217,574</td>
<td>-</td>
<td>217,574</td>
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<tr>
<td>Planning &amp; Development Services</td>
<td>To fund Permit Center Planning Technician</td>
<td>72,464</td>
<td>(200,000)</td>
<td>(127,536)</td>
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<tr>
<td>Prosecuting Attorney</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>135,488</td>
<td>-</td>
<td>135,488</td>
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<tr>
<td>Public Defender</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>109,584</td>
<td>-</td>
<td>109,584</td>
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<tr>
<td>Sheriff</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>314,460</td>
<td>-</td>
<td>314,460</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund additional Patrol FTE</td>
<td>108,299</td>
<td>-</td>
<td>108,299</td>
</tr>
<tr>
<td>Department/Fund</td>
<td>Description</td>
<td>Increased (Decreased) Expenditure</td>
<td>(Increased) Decreased Revenue</td>
<td>Net Effect to Fund Balance (Increase) Decrease</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------</td>
<td>---------------------------------</td>
<td>-------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund one-time expenses for additional Patrol FTE</td>
<td>60,833</td>
<td>-</td>
<td>60,833</td>
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<tr>
<td>Sheriff</td>
<td>To fund training for additional Patrol FTE</td>
<td>3,200</td>
<td>-</td>
<td>3,200</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund increased transcription services</td>
<td>10,000</td>
<td>-</td>
<td>10,000</td>
</tr>
<tr>
<td>Sheriff</td>
<td>To fund office chairs</td>
<td>4,500</td>
<td>-</td>
<td>4,500</td>
</tr>
<tr>
<td>Superior Court</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>94,257</td>
<td>-</td>
<td>94,257</td>
</tr>
<tr>
<td>Treasurer</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>38,234</td>
<td>-</td>
<td>38,234</td>
</tr>
<tr>
<td>WSU Extension</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>8,675</td>
<td>-</td>
<td>8,675</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To distribute 2016 General Fund Wage Reserve</td>
<td>(2,217,245)</td>
<td>-</td>
<td>(2,217,245)</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To partially fund ballot processing system replacement</td>
<td>227,525</td>
<td>-</td>
<td>227,525</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund transfer in support of Hydrologist FTE</td>
<td>46,843</td>
<td>-</td>
<td>46,843</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To record 2018 General Fund revenue adjustment</td>
<td>-</td>
<td>(890,000)</td>
<td>(890,000)</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund Medical Examiner contract increase</td>
<td>10,000</td>
<td>-</td>
<td>10,000</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund increase in Sheriff/Fire District What-Comm dispatch fees</td>
<td>72,591</td>
<td>-</td>
<td>72,591</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund Juvenile electronics hardware refresh</td>
<td>146,670</td>
<td>-</td>
<td>146,670</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund evaluation of financial software system</td>
<td>75,000</td>
<td>-</td>
<td>75,000</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund Prox-Lock AMAG upgrade and repairs</td>
<td>21,699</td>
<td>-</td>
<td>21,699</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund transfer for Jail security system hardware refresh projects</td>
<td>452,548</td>
<td>-</td>
<td>452,548</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund replacement of thermostatic mixing valves in the Courthouse</td>
<td>37,803</td>
<td>-</td>
<td>37,803</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund transfer for replacement of Jail thermostatic mixing valves</td>
<td>75,807</td>
<td>-</td>
<td>75,807</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund transfer for Capital Improvement projects</td>
<td>7,000,000</td>
<td>-</td>
<td>7,000,000</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund increased transfer from General Fund to Jail</td>
<td>700,000</td>
<td>-</td>
<td>700,000</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To fund additional reserve for 2018 wages and benefits</td>
<td>650,000</td>
<td>-</td>
<td>650,000</td>
</tr>
<tr>
<td>Non Departmental</td>
<td>To remove General Fund transfer to fund countywide EMS</td>
<td>(2,700,000)</td>
<td>-</td>
<td>(2,700,000)</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
<td><strong>8,123,965</strong></td>
<td><strong>(2,029,435)</strong></td>
<td><strong>6,094,530</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Road Fund</strong></td>
<td><strong>Total Road Fund</strong></td>
<td><strong>7,686,375</strong></td>
<td><strong>(2,426,000)</strong></td>
<td><strong>5,260,375</strong></td>
</tr>
<tr>
<td><strong>Public Works - M&amp;O</strong></td>
<td><strong>To provide funding for permitting, design, engineering, and utility work for vector truck building</strong></td>
<td><strong>85,000</strong></td>
<td>-</td>
<td><strong>85,000</strong></td>
</tr>
<tr>
<td><strong>Public Works - Construction</strong></td>
<td><strong>To fund annual Road Program</strong></td>
<td><strong>7,601,375</strong></td>
<td><strong>(2,426,000)</strong></td>
<td><strong>5,175,375</strong></td>
</tr>
<tr>
<td><strong>Election Reserve Fund</strong></td>
<td><strong>Total Election Reserve Fund</strong></td>
<td><strong>428,665</strong></td>
<td><strong>(227,525)</strong></td>
<td><strong>201,140</strong></td>
</tr>
<tr>
<td><strong>Jail Fund</strong></td>
<td><strong>Jail</strong></td>
<td><strong>To record per diem revenue reduction</strong></td>
<td><strong>-</strong></td>
<td><strong>300,000</strong></td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td><strong>To fund 2018 wage &amp; benefit settlements</strong></td>
<td><strong>28,693</strong></td>
<td>-</td>
<td><strong>28,693</strong></td>
</tr>
</tbody>
</table>
### WHATCOM COUNTY

**Summary of the 2018 Supplemental Budget Ordinance No. 1**

<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>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Jail</strong></td>
<td>To fund two Correction Deputy FTEs</td>
<td>179,012</td>
<td>-</td>
<td>179,012</td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td>To fund two Correction Deputy FTEs' one time expenses</td>
<td>8,376</td>
<td>-</td>
<td>8,376</td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td>To fund testing for new hires</td>
<td>7,368</td>
<td>-</td>
<td>7,368</td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td>To fund new hire training academy</td>
<td>2,000</td>
<td>-</td>
<td>2,000</td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td>To fund new dishwasher</td>
<td>17,000</td>
<td>-</td>
<td>17,000</td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td>To fund GED contract increase</td>
<td>9,000</td>
<td>-</td>
<td>9,000</td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td>To fund additional overtime</td>
<td>30,000</td>
<td>-</td>
<td>30,000</td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td>To fund additional medical lab expenses</td>
<td>20,000</td>
<td>-</td>
<td>20,000</td>
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<tr>
<td><strong>Jail</strong></td>
<td>To fund Yakima contracted jail beds</td>
<td>100,000</td>
<td>-</td>
<td>100,000</td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td>To record increase in General Fund transfer to Jail</td>
<td>-</td>
<td>(700,000)</td>
<td>(700,000)</td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td>To fund replacement of Jail thermostatic mixing valves</td>
<td>75,607</td>
<td>(75,607)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td>To fund Main Jail security system hardware refresh project</td>
<td>213,577</td>
<td>(213,577)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Jail</strong></td>
<td>To fund Jail Work Center security system hardware refresh project</td>
<td>238,971</td>
<td>(238,971)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Jail Fund</strong></td>
<td></td>
<td>929,604</td>
<td>(928,155)</td>
<td>1,449</td>
</tr>
</tbody>
</table>

### Homeless Housing Fund

| Health | To record reduction in funding for Homeless Housing | (7,985) | 92,026 | 84,041 |
| Health | To record reduction in revenues from document recording fees | (125,103) | 41,062 | (84,041) |
| Health | To fund Dept of Commerce HEN grant program increase | 17,304 | (17,304) | - |
| Health | To fund Emergency Solutions 2018 grant amendment | 172,653 | (186,465) | (13,812) |
| **Total Homeless Housing Fund** | | 56,869 | (70,681) | (13,812) |

### Behavioral Health Program Fund

| Superior Court | To fund extra help Chemical Dependency Professional, training, and client incentives. | 37,902 | - | 37,902 |
| Superior Court | To fund 2018 wage & benefit settlements | 4,215 | - | 4,215 |
| **Total Behavioral Health Program Fund** | | 42,117 | - | 42,117 |

### Countywide Emergency Medical Services Fund

| To fund adjustments to 2018 EMS program budget | 2,209,401 | (4,658,083) | (2,448,682) |

### Solid Waste Fund

| Health | To fund 2018 wage & benefit settlements | 1,833 | - | 1,833 |
| Health | To fund Solid Waste Fund adjustments | 57,039 | (472,000) | (414,961) |
| Health | To fund increased Litter Control program from grant proceeds | 6,266 | (7,250) | (984) |
| **Total Solid Waste Fund** | | 65,138 | (479,250) | (414,112) |

### Convention Center (Lodging Tax) Fund

| To fund increased tourism projects | 78,000 | - | 78,000 |

### Victim-Witness Fund

| To fund 2018 wage & benefit settlements | 443 | - | 443 |

### Conservation Futures Fund

| To fund 2018 wage & benefit settlements | 2,792 | - | 2,792 |

### Whatcom County Emergency Management Fund

| Sheriff | To fund 2018 wage & benefit settlements | 11,605 | (11,605) | - |
| Sheriff | To fund CERT program | 5,000 | (5,000) | - |
| **Total Whatcom County Emergency Management Fund** | | 16,605 | (16,605) | - |
## Summary of the 2018 Supplemental Budget Ordinance No. 1

<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>
</tr>
</thead>
<tbody>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>To fund EDI- Expanded Scope for Tri-Funder Agreement</td>
<td>300,000</td>
<td>-</td>
<td>300,000</td>
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<tr>
<td>Ferry Fund</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>19,784</td>
<td>-</td>
<td>19,784</td>
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<tr>
<td>Equipment Rental and Revolving Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Rental and Revolving</td>
<td>To fund ER&amp;R 2018 Capital Equipment Budget changes</td>
<td>425,000</td>
<td>-</td>
<td>425,000</td>
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<tr>
<td>Equipment Rental and Revolving</td>
<td>To fund additional 2018 capital equipment</td>
<td>51,000</td>
<td>-</td>
<td>51,000</td>
</tr>
<tr>
<td>Total Equipment Rental and Revolving Fund</td>
<td></td>
<td>476,000</td>
<td>-</td>
<td>476,000</td>
</tr>
<tr>
<td>Administrative Services Fund</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Facilities Management</td>
<td>To fund 2018 wage &amp; benefit settlements</td>
<td>5,929</td>
<td>-</td>
<td>5,929</td>
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<tr>
<td>Information Technology</td>
<td>To reappropriate performance evaluation software</td>
<td>14,400</td>
<td>-</td>
<td>14,400</td>
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<tr>
<td>Total Administrative Services Fund</td>
<td></td>
<td>20,329</td>
<td>-</td>
<td>20,329</td>
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<tr>
<td>Total Supplemental</td>
<td></td>
<td>20,456,067</td>
<td>(10,835,734)</td>
<td>9,620,333</td>
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## Exhibit B
**Capital Appropriations**
**2017-2018 Budget**

<table>
<thead>
<tr>
<th>Department</th>
<th>Fund</th>
<th>Base Budget</th>
<th>Capital Description</th>
<th>Budget Year</th>
<th>Year</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Engineering</td>
<td>Road Fund</td>
<td>5440</td>
<td>Survey Robotic Total Station</td>
<td>2018</td>
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<td>$40,000</td>
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<tr>
<td>AS Information Services</td>
<td>Admin Services</td>
<td>Base Budget</td>
<td>Computer Capital</td>
<td>2018</td>
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<tr>
<td>AS Information Services</td>
<td>Admin Services</td>
<td>Base Budget</td>
<td>Capital Equipment Telecommunications</td>
<td>2018</td>
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<td>$10,000</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$130,000</td>
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<tr>
<td>Facilities</td>
<td>REET I</td>
<td>Base Budget</td>
<td>Interior Painting</td>
<td>2018</td>
<td></td>
<td>$50,000</td>
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<tr>
<td>Facilities</td>
<td>REET I</td>
<td>Base Budget</td>
<td>Carpet Replacement</td>
<td>2018</td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
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<td></td>
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<tr>
<td>Parks</td>
<td>General Fund</td>
<td>Base Budget</td>
<td>Parking Lot Improv Lk Whatcom Trailhead</td>
<td>2018</td>
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<td>$7,500</td>
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<tr>
<td>Parks</td>
<td>General Fund</td>
<td>Base Budget</td>
<td>Lookout Mountain</td>
<td>2018</td>
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<td>$10,000</td>
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<tr>
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* the following transfers are included in the 2017-2018 budget to provide funding for planned projects. Authority to establish a project fund and budget or amend an existing capital project budget will be requested from the Whatcom County Council in separate capital budget appropriation ordinances.
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<tr>
<th>Department</th>
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<td>2 Upgrade</td>
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<td>3 Upgrade</td>
<td>Upgrade to ATV</td>
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<td>4 Add</td>
<td>Upgrade to Pickup Truck</td>
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<td>6 Add</td>
<td>Carryover from 2016 Equip Replace List</td>
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I:\BUDGET\SUPPLS\2018_Suppl\Copy of 2018 Exhibit B Capital 1.1.xlsx
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**Road Fund Total**

$ 8,610,000
MEMORANDUM

TO: Whatcom County Council Members

FROM: Jack Louws, County Executive

DATE: October 21, 2017

RE: Funding Adjustments for the 2017-2018 Mid-Biennium Review

The Whatcom County Code Chapter 3.07 provides for a mid-biennium review and modification of the biennial budget. The administration has reviewed the 2018 budget based on our experience in 2017 and we are proposing adjustments described below and listed on the attached spreadsheet. The projected 2018 ending General Fund balance after these adjustments is $13.6 million. This is approximately $400,000 more than the projected 2018 ending fund balance in the adopted 2018 budget.

Revenues

In the General Fund, revenues are generally stable with a few exceptions. We are projecting retail sales tax to exceed the 2017 budget by about $900,000 or 6%. We are projecting this trend to continue into 2018 therefore we are proposing to increase the General Fund’s 2018 retail sales tax budget by $1,030,000. We are projecting building related revenues in Planning and Development Services to increase by $200,000 and the Health Department is projecting increased revenues from fees and grants totaling $1,100,000. We are anticipating a $240,000 decrease in marijuana enforcement revenue due to the state retaining a larger proportion of this revenue. District Court Probation revenues have been decreasing and we are proposing a reduction of $130,000 for 2018.

In other funds, we are making adjustments to the Countywide EMS Fund to record the EMS levy proceeds adopted by the voters in November 2016. We are also modifying the Solid Waste budget to reflect the inclusion of self-haulers in the Excise Privilege Tax.

Expenditures

All but one of our labor agreements has been settled. In the General Fund the wage increases for settled agreements can be accommodated by transfers from budgeted reserves. For open agreements and funds that did not have an adequate budgeted reserve, we have included an adjustment for increased wages.
We are proposing four new positions in this mid-biennium modification:

- One Sheriff’s deputy for the Crisis Intervention Team.
- Two Corrections Deputies to address impacts of renovation work at the Work Center and Jail.
- One Hydrologist to address water resource issues, including the impacts of the Hirst decision.

We are also proposing extending an Administrative Assistant position for one year in the Assessor’s office. Originally this position was to be funded with savings from eliminating one appraiser position: this staffing change will be revisited in the next biennium.

In addition, the mid-biennium modification adds 2018 salaries and wages for all positions added through the supplemental budget process in 2017.

Other expenditure modifications include:

- Replace file server for prox-lock system.
- Jail controls computer refresh in Juvenile Detention Center, the Jail and the Jail Work Center.
- Replace failing hot water mixing valves in the Court House, Jail and Work Center.
- Consulting Services to evaluate the financial management system.
- Carry over funding for employee performance evaluation software from 2017 to 2018.
- Grant funded expenditures in the Health Department.
- Increased Lodging Tax expenditures
- Evaluation of building to store Vector Truck
- Additional funding for chemical dependency coordination for Drug Court.
- Additional funding for EMS operations and oversight.
- Increases in What Comm dispatch fees
- Funding for Yakima contract jail beds
- Expansion of scope for the EDI Tri-Funder Agreement for economic development.
- Solid Waste and Homeless Housing Funds’ grant, tax and fee program adjustments

**Capital**

With the approval of the EMS Levy funds are available for other priorities. $5.2 million budgeted for EMS operations in 2017 and 2018 can be used for capital projects including the jail, courthouse and basement. We are proposing in the mid biennium modification the establishment of a capital reserve of $7,000,000 for the Jail and other capital needs. We are also proposing replacing our aging ballot processing system of which $227,525 will be funded from the General Fund and $200,000 from Election Reserve Fund. Not included in the attached documents are budget modifications needed to accomplish the one year road program. After the one year road program is approved by the County Council, we will propose changes to the
2018 Road Fund budget to accomplish the program. Capital adjustments also include additions to ER&R vehicle and equipment replacements.

Ordinances necessary to make these budget adjustments, including an updated 2018 capital appropriation exhibit will be submitted for introduction on November 8, 2017. In addition Tax Levy Ordinances for the General Fund, Road Fund, and Conservation Futures Fund will also be introduced. All property tax levy ordinances will be for the amount of 2017 tax increased only for the addition of new construction. Staff will be ready to discuss these supplementals in more detail at that meeting in preparation for Council discussion, public hearing and vote on the mid-biennium adjustments at the November 21, 2017 council meeting. Also listed on the attached spreadsheet are mid biennium supplementals that were not approved by the Executive. It is likely that we will review these requests for the next biennium.

I appreciate your review and consideration of these adjustments in advance of that meeting.
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<th>Department</th>
<th>Request Description</th>
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**Election Reserve Fund**
- Increased funding for NPD DE capital truck bid: $50,000
- Capital Road budget 2018: $250,000
- Road Fund
- Total General Fund

**Comments to As of 2017.5.7.5.03** (PDS 2.7)

**2018 Mid-Biennium Supplemental (Does Not Include Flood ARS)**

**Whitcom County**

Updated October 27, 2017.
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**Comments**

Revenue/Expenditure: R/E 30,000

Request Description: None

Department: Health

Supp.: None

Updated October 27, 2017.
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Supplemental Budget Request

Assessor

Fund 1 Cost Center 300 Originator: Keith Willnauer

Expenditure Type: One-Time Year 2 2018 Add'l FTE ☑ Add'l Space ☐ Priority 1

Name of Request: Extension of the Administrative Assistant Position

Department Head Signature (Required on Hard Copy Submission) Date

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Request Total $82,703

1a. Description of request:
This position was reactivated in 2017. It provides administrative level program support and coordination for the Assessor's Office management team.

1b. Primary customers:
Assessor's Office Staff. Taxpayers and Taxing District Administrators who rely on professional property tax administrative support.

2. Problem to be solved:
This position was cut in 2010 through attrition and was reactivated in 2017. It was not filled until June. The Assessor's Office currently has 6 position vacancies, 3 Appraisal and 3 Clerical. This position has immediately transitioned into key support and coordination tasks to answer critical program area administrative requirements. Program area completions within an annual fiscal year expectation, must be met to continue statutorily required functioning. Current staff departures and vacancies have created an immediate departure from opportunity and implemented a crises situation. Every production operational task metric has expanded dynamically and continues to increase at higher and higher rates. i.e. Deed/Document recordings, Property subdivisions, new construction/building permit processing, senior citizen exemption program applicants, customer service activity. Expectations for operational efficiency gains as a result of recent technology implementations remains positive, however, the development of tangible outcomes to this expectation has been set back and seriously delayed by the immediacy of current unexpected demands.

3a. Options / Advantages:
We considered restructuring staff functionality to streamline workflow efficiencies. Current staff departures and vacancies have created an immediate departure from opportunity and implemented a crises situation.

3b. Cost savings:
Substantial current and future position vacancy savings will mitigate

4a. Outcomes:
Stabilization within the next calendar year.

4b. Measures:

Friday, October 27, 2017
**Supplemental Budget Request**

**Status:** Pending

<table>
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Completions of statutorily required tasks within statutorily recommended timelines.

5a. Other Departments/Agencies:

N/A

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

6. **Funding Source:**

General fund (current and future position vacancy savings)
# Supplemental Budget Request

**Status:** Pending

### Assessor

**Suppl' ID #: 2386**

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**Expenditure Type:** One-Time  
**Year:** 2018  
**Add'l FTE:** [ ]  
**Add'l Space:** [ ]  
**Priority:** 1

**Name of Request:** Record 2018 Assessor wage & benefit settlement

### Department Head Signature (Required on Hard Copy Submission)

**X**

Date

### Costs:

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**Request Total**  
$59,009

### 1a. Description of request:

### 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

Auditor

Supp'l ID # 2345 | Fund 1 | Cost Center | Originator: M Caldwell

Expenditure Type: Ongoing | Year 2 2018 | Add'l FTE □ Add'l Space □ | Priority 1

Name of Request: Record Auditor 2018 wage & benefit settlement

X

Department Head Signature (Required on Hard Copy Submission) Date

10/27/17

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<td>6230</td>
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1a. Description of request:

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

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<tr>
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**Expenditure Type:** One-Time  
**Year:** 1  
**Add'l FTE:**  
**Add'l Space:**  
**Priority:** 1

**Name of Request:** Record Council 2018 wage & benefit settlement

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

| X |

**Date:** 10/24/17

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**Request Total:** $91,559

1a. **Description of request:**

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:**

---

**Friday, October 27, 2017**

Rpt: Rpt Suppl Regular
Supplemental Budget Request

County Clerk

Supp ID #: 2347  Fund: 1  Cost Center:  Originator: M Caldwell

Expenditure Type: One-Time  Year: 2018  Add'l FTE: □  Add'l Space: □  Priority: 1

Name of Request: Record County Clerk 2018 wage & benefit settlement

X

Department Head Signature (Required on Hard Copy Submission)

Date: 10/27/17

<table>
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$68,762

1a. Description of request:

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:

Friday, October 27, 2017

Rpt: Rpt Suppl Regular 235
Supplemental Budget Request

District Court

Fund 1  Cost Center 1300  Originator: M Caldwell

Expenditure Type: One-Time  Year 2  2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Record District Ct 2018 wage & benefit settlement

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
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1a. Description of request:
Increase in expenses due to the outcome of union contract negotiations as well as other county administrative actions.

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

District Court

Status: Pending

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<tr>
<td>2421</td>
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Expenditure Type: One-Time  Year: 2018  Add'l FTE  Add'l Space  Priority: 1

Name of Request: Reduction in 2018 District Ct revenues

X

Department Head Signature (Required on Hard Copy Submission)

Date: 10/9/17

Costs:

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<td>4341.2212</td>
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<td>4341.2400</td>
<td>Dispute Res Surchg-Civil</td>
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<td>4341.3200</td>
<td>Records Service-Dist Ct</td>
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<td>4355.8000</td>
<td>Other Crim Traff Mis Pen</td>
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<td>6650.906</td>
<td>Dispute Resolution Servi</td>
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Request Total: $48,000

1a. Description of request:
Reduction in estimated District Court revenue.

1b. Primary customers:
County revenue received by District Court goes primarily to the general fund. Examples of other funds that receive District Court revenue are the law library, public defender, and the prosecutor's office.

2. Problem to be solved:
The reduction in District Court civil fee revenue in this supplemental is primarily due to the reduction in the number of civil and small claims court filing case filings. Fluctuations in civil filings are unpredictable and the reasons causes are unknown. The civil court filings in recent years are as follows:
2015: 2873
2016: 2587
The small claims court filings in recent years are as follows:
2015: 508
2016: 418
2017: 361 (annualized based on filings through August, 2017).

Although the criminal traffic cases filed by law enforcement and the Prosecutor's Office have increased over the last couple of years, these cases take time to process through the system. In addition, the revenue resulting from these cases may take years to collect. Fluctuations in criminal filings can be based on the number of law enforcement officers assigned to traffic enforcement, staffing levels, and priorities of the various agencies that file cases with District Court. The criminal traffic filings in recent years are as follows:
2015: 2045
2016: 2172
2017: 2332

Overall District Court revenue has been negatively impacted by RCW changes that have increased the amount of first dollar revenue collected by the court that goes to the state, and changes in the number and types of violations that will suspend a defendant's driving privileges. In addition, there have been changes

Monday, October 09, 2017

Rpt: Rpt Suppl Regular 237
in what kinds of unpaid court debt can be reported to a credit bureau.

3a. Options / Advantages:
   There are no other options as the court accepts all cases filed.

3b. Cost savings:

4a. Outcomes:
   Reduction in estimated revenue throughout the year.

4b. Measures:
   Review of finance reports.

5a. Other Departments/Agencies:
   The general fund.

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

6. Funding Source:
Supplemental Budget Request

District Court Probation

<table>
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<tr>
<th>Fund</th>
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Expenditure Type: One-Time  Year: 2018  Add'l FTE:  Add'l Space:  Priority: 1

Name of Request: Record District Ct Probation 2018 wages & benefits

Department Head Signature (Required on Hard Copy Submission)  Date: 10/27/17

<table>
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<tr>
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<td>Other H&amp;W Benefits</td>
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<tr>
<td>6269</td>
<td>Unemployment-Interfund</td>
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Request Total: $94,486

1a. Description of request:
Increase in expenses due to the outcome of union contract negotiations as well as other county administrative actions.

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

District Court Probation

Suppl/ID # 2420  Fund 1  Cost Center 1310  Originator: M Caldwell/Bruce Van Glubb

Expenditure Type: One-Time  Year 2  2018  Add'l FTE  □  Add'l Space  □  Priority 1

Name of Request: Reduction in 2018 Adult Probation Revenue

X

Department Head Signature (Required on Hard Copy Submission)  Date  10/9/17

Costs:

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<td>Request Total</td>
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</table>

1a. Description of request:
Reduction in revenue received from probation cases referred by District Court.

1b. Primary customers:
District Court judges, prosecutors, and the public.

2. Problem to be solved:
Revenue from District Court probation cases have not been coming in as originally anticipated. There are a number of factors that may be influencing this revenue, including changes in collection agency laws, changes in RCW’s, court rules and sentencing guidelines. The most significant change is the requirement that the Judicial Officer conceiver a defendant’s income and indigence status at sentencing. Prior to this change a defendant’s ability to pay was managed by setting up reasonable time pay amounts. Although the case months supervised have fallen slightly, the amount is not significant and does not adequately address the reduced fees. Case months supervised in recent years:

2015: 24,637  
2016: 23,704  
2017: 23,265 (Annualized based on cases months supervised through August, 2017).

3a. Options / Advantages:
Every effort has been made to collect the assessed probation fees from defendants.

3b. Cost savings:

4a. Outcomes:
Reduction in probation fees collected from District Court defendants.

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

Executive

Expenditure Type: One-Time  Year 2  2018  Add'l FTE  Add'l Space  Priority  1

Name of Request: Record Executive 2018 wage & benefit settlement

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
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<th>Object</th>
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<tr>
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<tr>
<td>Regular Salaries &amp; Wages</td>
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<td>$28,294</td>
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1a. Description of request:

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

Health Administration

Supp'I ID #: 2351   Fund: 1   Cost Center:   Originator: M Caldwell

Expenditure Type: One-Time   Year: 2018   Add'l FTE   Add'l Space   Priority: 1

Name of Request: Record Health 2018 wage & benefit settlements

X

Department Head Signature (Required on Hard Copy Submission)

10/21/17

<table>
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1a. Description of request:

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**

**Health**

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**Expenditure Type:** One-Time  
**Year:** 2018  
**Add'l FTE:**  
**Add'l Space:**  
**Priority:** 1

**Name of Request:** Increases revenues for food permits and OSS

![Signature](signature)

Department Head Signature (Required on Hard Copy Submission)  
**Date:** 10/10/17

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<td>4322.1010</td>
<td>Septic Tank Installation</td>
<td>($50,000)</td>
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<td><strong>($100,000)</strong></td>
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1a. **Description of request:**
This request increases revenue forecast for 2018 based on the 2016 and 2017 revenues received. As of the end of September 2017 93% of OSS revenues and 83% of food fees have been received. In 2016, OSS revenues exceeded forecast by 14% and food revenues exceeded forecast by 10%.

1b. **Primary customers:**
Whatcom County citizens

2. **Problem to be solved:**
Forecasts for fee revenues for 2018 were conservative. When reviewed for the 2018 mid-biennium cycle, the forecast, while still conservative, was revised based on trends from 2016 and 2017. The additional revenue will offset some of the additional wage and benefit increases resulting for the current union contracts.

3a. **Options / Advantages:**
The only other option was to use general fund to cover all the wage and benefit increases in 2018.

3b. **Cost savings:**

4a. **Outcomes:**
Assist the County in covering the increased cost of personnel in 2018.

4b. **Measures:**

5a. **Other Departments/Agencies:**
one

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

6. **Funding Source:**
Environmental Health fee for service.

---

*Tuesday, October 10, 2017*
Supplemental Budget Request

Health

Suppl ID #: 2368  Fund: 1  Cost Center: 652200  Originator: Patty Proctor

Environmental Health

Expenditure Type: One-Time  Year: 2 2018  Add'l FTE □  Add'l Space □  Priority: 1

Name of Request: Food Handler Test Fees and Cost Adjustment 2018

X

Department Head Signature (Required on Hard Copy Submission)

9/29/17

Date

Costs:

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<td>6610</td>
<td>Contractual Services</td>
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Request Total: $0

1a. Description of request:

This request is to address a change in the posting of the food handler permit testing fee. The change records the fee as the gross amount and records the amount paid to Tacoma Pierce as an expense.

1b. Primary customers:

Whatcom County restaurant employees

2. Problem to be solved:

Tacoma Pierce County has been providing the online testing for food handler cards for several years. We had been recording the revenue received by the County from the food handler cards as a net of the revenue minus Tacoma Pierce fee. We recently changed the recording to gross amount of receipts as revenue and a recording of the portion paid to Tacoma Pierce as an expense. This budget supplemental reflects the change in recording practice. This request is to establish the budget for the expense.

3a. Options / Advantages:

Accounting practices require the change to properly account for revenue and expenses.

3b. Cost savings:

no change in net cost.

4a. Outcomes:

Entries for the fee will be recorded as required.

4b. Measures:

5a. Other Departments/Agencies:

No impact. This is only a change in the recording of the transaction.

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

6. Funding Source:

Fee for food handler testing.
Supplemental Budget Request

Status: Pending

Health

Suppl ID #: 2389  Fund: 1  Cost Center: 675500  Originator: Patty Proctor

Expenditure Type: One-Time  Year: 2018  Add'l FTE: 0  Add'l Space: 0  Priority: 1

Name of Request: North Sound HOT SUDS

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<td>Contractual Services</td>
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1a. Description of request:

This is the 2018 portion of a grant received in 2017. Funding for one FTE substance use disorder (SUD) professional was provided as a team member on the Homeless Outreach Team (HOT). The professional will engage homeless people at camps and other venues within the community.

This professional will provide opiate street outreach, care coordination to get people into assessments and treatment. The professional will provide expertise to HOT and ensure appropriate care, including referrals to syringe exchange, treatment, mental health services, health services, and housing.

1b. Primary customers:

Opiate addicts and people with other substance use disorders that are homeless.

2. Problem to be solved:

The Homeless Outreach Team (HOT) lacked clinical support for substance use disorders (SUD), yet, more than 80% of the people they contact have SUD issues.

3a. Options / Advantages:

To ensure professional SUD services on the HOT and to ensure appropriate interventions for those who need services.

3b. Cost savings:

Services will be contracted with a local provider.

4a. Outcomes:

Ensure access to SUD services for opiate addicted people who are homeless and provide coordinated care to housing.

4b. Measures:

Number of people getting in for SUD assessment
Number of people served
Number of people getting into other SUD services, such as syringe exchange or Suboxone clinics.

5a. Other Departments/Agencies:

City of Bellingham
Whatcom County Homeless Service Center

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

Opportunity Council coordinates and directs the HOT team. This request provides an additional member for the team.

6. Funding Source:

Thursday, September 28, 2017
<table>
<thead>
<tr>
<th>Health</th>
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<tbody>
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North Sound Behavioral Health Organization, Federal Substance Abuse Block Grant
Supplemental Budget Request

Status: Pending

Health

Suppl ID # 2370
Fund 1
Cost Center 671100
Originator: Patty Proctor

Expending Type: One-Time
Year 2 2018
Add'T FTE ☐
Add'T Space ☐
Priority 1

Name of Request: NSBHO-Mental Health Block Grant

Date 9/30/17

Department Head Signature (Required on Hard Copy Submission)

<table>
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<td>4333.9395</td>
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</table>

Request Total $0

1a. Description of request:
This is a continuation of a grant received in 2017. North Sound Behavioral Health Organization has granted funding from the federal Mental Health Block Grant. The funds are used for supportive services to Medicaid eligible clients. The county will administer programs and services focused on housing supports.

1b. Primary customers:
Medicaid eligible individuals who are living with mental illness.

2. Problem to be solved:
Additional supports are required to help individuals attain and retain active recovery.

3a. Options / Advantages:
These additional funds to our community provide opportunities for supportive housing.

3b. Cost savings:
Actual dollar savings are unknown at this time.

4a. Outcomes:
Recipients of service will attain housing stability and connect to community health services.

4b. Measures:
North Sound Behavioral Health Organization requires monthly reports detailing how the funds are used to support housing stability.

5a. Other Departments/Agencies:
n/a

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

6. Funding Source:
North Sound Behavioral Health Organization, Federal Mental Health Block Grant
Supplemental Budget Request

Health

Supp# ID #: 2371
Fund: 1
Cost Center: 677410
Originator: Patty Proctor

Human Services

Expenditure Type: One-Time
Year: 2018
Add’l FTE: □
Add’l Space: □
Priority: 1

Name of Request: NSBHO-DMA

Department Head Signature (Required on Hard Copy Submission) 9/29/17

Costs:

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<tr>
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<th>Object Description</th>
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Request Total ($21,500)

1a. Description of request:

This request is a continuation of a grant received in 2017 and will ensure that a portion of the tax revenue from the sale of cannabis and cannabis products is utilized for health care, research and substance use disorder prevention/treatment. Funding will be used to effectively establish programming in the community ranging from providing educational material to ensuring that evidence based/research based substance use disorder treatment services are in place.

1b. Primary customers:

Whatcom County youth and adults.

2. Problem to be solved:

Legalization of cannabis and cannabis products increased the likelihood of experimentation and ongoing use which increases the associated health risks for both youth and adults in the community. The 2016 Health Youth Survey reflects that although reported rates of teen marijuana use have remained steady in the past two years, a declining perceived risk of regular marijuana use is occurring. In 2016 about one in five 8th graders, one in three 10th graders, and nearly half of 12th graders surveyed perceived no/slight risk to regular use of marijuana.

3a. Options / Advantages:

This funding was first received in 2017 and will provide education, information and prevention/treatment programming to community members with a goal of supporting and increasing community knowledge, understanding and improving health. Ensuring accurate informational materials and updated research on the effects of cannabis use are available increases the likelihood of making informed decisions by both youth and adults in the community.

3b. Cost savings:

Undetermined.

4a. Outcomes:

Increased community knowledge and understanding of the impact marijuana use can have on health.

4b. Measures:

2018 Healthy Youth Survey will provide comparative data on youth perceptions of harmfulness and use of marijuana

5a. Other Departments/Agencies:

na
### Supplemental Budget Request

**Status:** Pending

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

6. **Funding Source:**

North Sound Behavioral Health Organization/DBHR Designated Marijuana Account
Supplemental Budget Request

Status: Pending

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Name of Request: DOH Dedicated Marijuana Regional Grant

Department Head Signature (Required on Hard Copy Submission) 10/5/17

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1a. Description of request:
This request is a continuation of a grant received in 2017. A portion of the tax revenue from the sale of cannabis and cannabis products will be utilized for the implementation of the youth marijuana prevention and education efforts in Whatcom County and the North Sound Accountable Communities of Health Region. In mid 2017, Whatcom County assumed administrative responsibility for the regional efforts. The grant included funding for one FTE coordinator to support the programming. The coordinator was hired in 2017. Programming is being developed and implemented utilizing promising and best practices that target the reduction and prevention of youth marijuana use.

1b. Primary customers:
Whatcom County youth and adults, and other Local Health Jurisdictions in the North Sound Region.

2. Problem to be solved:
The 2016 Healthy Youth Survey shows that about one in four 12th grade students in Washington reported using marijuana in the past month. About one in five 8th graders, one in three 10th graders, and nearly half of the 12th graders surveyed perceived no/slight risk of regular use of marijuana. Research indicates that youth marijuana use can negatively impact brain health and development.

3a. Options / Advantages:
Services will be delivered to educate youth about the harms of marijuana, increase their perceived risk from use, and to decrease their potential use. This new funding will be used in the development, implementation, and evaluation of youth marijuana prevention and education activities.

3b. Cost savings:
Undetermined

4a. Outcomes:
Increased community awareness about the impact marijuana use can have on youth.

4b. Measures:
2018 Healthy Youth Survey data will provide comparative data on youth use of marijuana, as well as perception of harmfulness.

5a. Other Departments/Agencies:
The Health Department will contract with other Local Health Jurisdictions in the region.

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

6. Funding Source:

Thursday, October 05, 2017
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Washington State Department of Health - Consolidated Contract - Dedicated Marijuana Funds
Supplemental Budget Request

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Expenditure Type: One-Time Year 2 2018 Add'l FTE Add'l Space Priority 1

Name of Request: Contract increase for Developmental Disabilities

X Regina A DeLamar
Department Head Signature (Required on Hard Copy Submission)

<p>|</p>
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Request Total $0

1a. Description of request:
The State reallocated developmental disability funding across the state which resulted in an increase in funding to Whatcom County. This pass-through funding primarily pays for employment services for people with developmental disabilities. As a result, the case rates for those providing employment services to clients is increasing.

1b. Primary customers:
People with developmental disabilities.

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:
Monitoring reports with number of clients served as well as services provided to clients

5a. Other Departments/Agencies:

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

6. Funding Source:
Washington State DSHS-Division of Developmental Disabilities

Date 9/30/17

Thursday, September 28, 2017

Rpt: Rpt Suppl Regular

252
1a. Description of request:
The State of Washington Developmental Disabilities program changed the payment arrangements for Skagit clients seen in Whatcom County. We are now paid directly by the State.

1b. Primary customers:
Skagit County

2. Problem to be solved:
Previously, Whatcom County would bill Skagit County for the services. The revenue from the State would be paid to Skagit County and then Skagit County would pay Whatcom. The State amended the system to pay Whatcom County directly. This amount is included in the most recent amendment from the State of Washington. There is no loss of services to Whatcom County residents. This is a administrative adjustment only.

3a. Options / Advantages:
This streamlines the payment for services and increases efficiencies.

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:
State of Washington, DSHS, Division of Developmental Disability
Supplemental Budget Request

Health

Human Services

Status: Pending

Suppl ID # 2377

Fund 1 Cost Center 677260 Originator: Patty Proctor

Expenditure Type: One-Time Year 2 2018 Add'l FTE □ Add'l Space □ Priority 1

Name of Request: Prevention Program Marijuana DBHR

X Regina A. Delahanty 9/29/17

Department Head Signature (Required on Hard Copy Submission) Date

Costs:

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1a. Description of request:
Substance abuse prevention services will be delivered. Case management services will be provided, as well as community education and outreach for substance abuse. This is a continuation of a grant received in 2017.

1b. Primary customers:
Middle School Youth will be the primary recipients of services. Family members, siblings, and the larger public will be secondary recipients.

2. Problem to be solved:
Youth who initiate substance use early are more likely to experience issues of addiction as adults, have less academic success while in school, and have more involvement in the criminal justice system.

3a. Options / Advantages:
When youth can be connected to essential support services and systems, they have increased ability to exhibit healthy behaviors. Case management services help to facilitate a connection between student needs with existing resources, improving academic success while reducing risks for unhealthy behaviors. Use of these funds was limited by the state to 12 specific programs. All 12 programs were reviewed for feasibility of implementation, and case management services were identified as the most beneficial to address local needs, while also demonstrating sufficient local support to implement.

3b. Cost savings:
According to the Washington State Institute on Public Policy, "The statute defining evidence-based practices requires that, when possible, a benefit-cost analysis be conducted". We use Washington State Institute on Public Policy's benefit-cost model to determine whether a program meets this criterion. Programs that do not have at least a 75% chance of a positive net present value do not meet the benefit cost test. The Washington State Institute on Public Policy model uses Monte Carlo simulation to test the probability that benefits exceed costs. The 75% standard as deemed an appropriate measure of risk aversion."

4a. Outcomes:
The primary outcomes of these services will include staying in school, progressing to the next grade level, and ultimately graduation from high school. The reduction in risk factors to achieve these positive outcomes will also reduce risk for substance abuse, poor mental health, and other negative consequences.

4b. Measures:
Supplemental Budget Request

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>Supp'l ID # 2377</td>
<td>Fund 1</td>
</tr>
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</table>

Academic success is tracked for recipients. The program will track and report the successful progression of participants from one grade to the next, compliance with academic improvement goals, rates of staying in school, and graduation rates. These are built-in measures to the program implementation.

5a. Other Departments/Agencies:

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

6. Funding Source:
   State of Washington, Department of Health and Social Services, Division of Behavioral Health,
### Supplemental Budget Request

**Status:** Pending

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<td><strong>Name of Request:</strong> CPG Enforcement Grant</td>
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</table>

1a. **Description of request:**

The Washington State Department of Ecology Coordinated Prevention Grant was funded through the State Capital budget. The contract expired on June 30, 2017. The State has not passed a capital budget for the 2017-2019 biennium. This request eliminates the anticipated revenue. The lost revenue covered wages and expenses for solid waste enforcement. This cost will be moved to the Solid Waste Fund 140.

1b. **Primary customers:**

2. **Problem to be solved:**

3a. **Options / Advantages:**

   We plan to shift the cost of this program to the Solid Waste Fund 140

3b. **Cost savings:**

   No cost savings.

4a. **Outcomes:**

4b. **Measures:**

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*Thursday, October 05, 2017*  
*Rpt: Rpt Suppl Regular*  

256
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Health</th>
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<td>Originator: Patty Proctor</td>
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Status: Pending

5a. Other Departments/Agencies:

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

6. Funding Source:
   Washington State Department of Ecology, Coordinated Prevention Grant.
Supplemental Budget Request

**Health**

<table>
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<tr>
<th>Supp ID # 2430</th>
<th>Fund 1</th>
<th>Cost Center 677360</th>
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**Expenditure Type:** One-Time  
**Year:** 2018  
**Add'l FTE:** ☐  
**Add'l Space:** ☐  
**Priority:** 1

**Name of Request:** CPWI Opiate State Targeted Response for 2018

**Department Head Signature (Required on Hard Copy Submission)**  
**Date:** 10/5/17

**Costs:**

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**Request Total:** ($6,302)

1a. **Description of request:**

The Department of Social and Health Services Division of Behavioral Health and Recovery (DSHS/DBHR) aims to increase capacity to implement direct and environmental substance use prevention services in communities to implement identified evidence-based practices and programs to prevent and reduce the misuse and abuse of opioid drugs. These grants will provide funding to support quality and culturally competent replications of evidence-based and innovative substance use prevention strategies and programs to prevent and reduce opioid drug misuse and abuse while developing the operational community coalition infrastructure of the Community Prevention and Wellness Imitative (CPWI). This is a continuation of a grant received in 2017.

1b. **Primary customers:**

Whatcom County Youth.

2. **Problem to be solved:**

The misuse of and addiction to opioids — including prescription pain medicines, heroin, and synthetic opioids such as fentanyl — is a serious national problem that affects public health as well as social and economic welfare. Opioid use, morbidity, and mortality have increased nationally and across Washington State. Whatcom County had a 308% increase in publicly funded treatment admissions involving any Opiate between 2002 – 2013. (Opioid Trends Across Washington State, April 2015 – ADAI-IB 2015-01). Services provided with these grant funds will be the first step to reducing health disparities in East County. The Mt. Baker School District catchment area has been identified by DSHS/DBHR as qualified for these grant monies due to barrier to services because of location and geographical size. Distance prevents easy access to services.

3a. **Options / Advantages:**

This is an expansion to the existing school prevention programs of the Health Department.

3b. **Cost savings:**

unknown

4a. **Outcomes:**

The Whatcom County Health Department will work collaboratively with the Mt Baker School District, the Whatcom Family & Community Network and other local partners.

4b. **Measures:**

The Health Department monitors services monthly, with formal site visits occurring on an annual basis. Involvement in the project, however, means continual participation in the process.

5a. **Other Departments/Agencies:**

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**Thursday, October 05, 2017**

Rpt: Rpt Suppl Regular
### Supplemental Budget Request

<table>
<thead>
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<th>Health</th>
<th>Human Services</th>
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<td><strong>Supp/ID #</strong> 2430</td>
<td><strong>Originator:</strong> Patty Proctor</td>
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5b. Name the person in charge of implementation and what they are responsible for:

6. **Funding Source:**

   Washington State Department of Health and Social Services, Division of Behavioral Health, State Targeted Response grant

*Thursday, October 05, 2017*
Supplemental Budget Request

Health

Communicable Disease & Epidemiology

Status: Pending

Supp'l ID #: 2444  Fund: 1  Cost Center: 660525  Originator: Patty Proctor

Expenditure Type: One-Time  Year: 2  2018  Add'l FTE: ☑  Add'l Space: ☐  Priority: 1

Name of Request: 2018 Foundational Public Health

X

Department Head Signature (Required on Hard Copy Submission)  Date: 10/5/17

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Request Total: ($15,939)

1a. Description of request:

This is a continuation of a new grant in 2017 from the Department of Health, Foundational Public Health Funding will be utilized to expand the communicable disease surveillance efforts in Whatcom County. Current program will add one FTE to increase program ability to address communicable disease monitoring and prevention. Strategies include educating the community about communicable disease prevention; support and protection provided through surveillance of disease trends, identifying and controlling the sources of infection, preventing disease through investigation of disease cases, and responding quickly to outbreaks.

1b. Primary customers:

Whatcom County residents, primarily infants and children (and parents), the ill, and the elderly (and professional caregivers and agencies).

2. Problem to be solved:

The communicable disease investigation program has been understaffed especially during outbreaks such as the recent mumps and E.coli.

3a. Options / Advantages:

The State allocated new funding for foundational public health services focusing on communicable disease. This new funding will be used to expand the ability of the local health jurisdiction to address communicable disease monitoring and prevention.

3b. Cost savings:

4a. Outcomes:

Improved ability to perform surveillance and emergency response work.

4b. Measures:
## Supplemental Budget Request

**Status:** Pending

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2019 program performance measures (inclusive of data from lab reports of notifiable conditions)

5a. **Other Departments/Agencies:**

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

6. **Funding Source:**

   Washington State Department of Health Foundational Public Health. It is the Executive's recommendation that continuation of positions supported by grants and external sources are contingent on continuation of funding.

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*Thursday, October 05, 2017*
Supplemental Budget Request

Status: Pending

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<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>609900</td>
<td>Patty Proctor</td>
</tr>
</tbody>
</table>

Expenditure Type: One-Time
Year: 2018
Add'l FTE ☑ Add'l Space ☐ Priority: 1

Name of Request: Account Clerk III 2018

Department Head Signature: Regina A. DeLa[signature]
Date: 9/29/17

<table>
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<th>Costs:</th>
<th>Object</th>
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<td>Other H&amp;W Benefits</td>
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<tr>
<td>6259</td>
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<td>$81</td>
</tr>
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Request Total: $61,620

1a. Description of request:
One FTE to share responsibilities between the environmental health front desk and the business office. While at the front desk, the position will provide staffing and support to environmental health customers, other clerks in the program, and visitors of all divisions entering to the building. While in the business office, the position will provide vital records and accounting support.

1b. Primary customers:
Whatcom County residents, staff, funding sources, contractors.

2. Problem to be solved:
The Health Department seeks to solve two problems with the Accounting Clerk position. First, despite an increasing number of grants and contracts, the clerical support staff has not changed and the business office staff has been reduced.
• In 2016 the total number of grants, contracts, and agreements was 72. Through eight months of 2017 the total is 131.
• In 2017, the Health Department added over $1.3 million in revenues from grants and contracts.
• In the first eight months of 2017, vital records requested and issued increased 30% over the same period in 2016.
The Business Office cannot absorb additional work and remain audit finding free and compliant with all terms of contracts and grants.

The second problem the Health Department seeks to solve is to provide sufficient environmental health front desk staffing. Like the business office, environmental health clerks have sustained cuts in staffing and have experienced unsustainable growth in demands and work.
• OSS permit applications increased by 25% from 2015-2016 and the O&M evaluations processed by hand increased by over 2000 from 2015 to 2016.
• The Hirst Decision has added additional workload and pressure to provide timely answers to questions and concerns.
• Adding the Solid Waste fund and associated activities in 2015 had increased the volume of front desk contacts and workload for clerical staff.
Staff are unable to manage the workload in these areas and both are often short staffed, despite cross
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Health</th>
<th>Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp' ID # 2448</td>
<td>Fund 1 Cost Center 609900 Originator: Patty Proctor</td>
</tr>
</tbody>
</table>

training and shifting work.

3a. Options / Advantages:
We have done cross training and shifting of work to try and minimize the impact. The demand for support is not being fully met. We have considered a new FTE for each area of responsibility but opted to try sharing a person to see if that will meet the need for now.

3b. Cost savings:

4a. Outcomes:
Coverage will be improved and work can be balanced and cross trained.

4b. Measures:
Quicker response for customers at the front desk.
Support increased for meetings and projects.

5a. Other Departments/Agencies:
none

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

6. Funding Source:

2018 calculated cost at a grade 108 step 3 is $63,126 with benefits. This position is part of the indirect administrative cost and will be covered by additional indirect received from new grants. The environmental health portion of the position will be covered from replacement of an environmental specialist at a lower salary than the vacated position.

Indirect from Foundational Public Health grant $20,373
Portion of indirect from Department of Health Regional Marijuana grant $28,270
Replacement of EH specialist at lower wages $14,483
Supplemental Budget Request

Status: Pending

Supp'I ID #: 2449  Fund: 1  Cost Center: 609900  Originator: Patty Proctor

Expenditure Type: One-Time  Year: 2018  Add'l FTE: Yes  Add'l Space: No  Priority: 1

Name of Request: Clerk Supervisor

Department Head Signature (Required on Hard Copy Submission):[Signature]  Date: 9/29/17

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Request Total: $73,919

1a. Description of request:
One FTE to supervise and centralize division of labor among all 10 health department clerks. The professional will set up systems for things like leave requests and cross-training, elevate skills, create efficiencies in work flow and assignments, and increase productivity of staff.

1b. Primary customers:
Service to clerks and entire department. Secondary customers are the public who interact via phone, email or in person with clerks.

2. Problem to be solved:
Supervision of clerks is decentralized and split between already busy managers and supervisors. A decentralized clerical staffing model is inefficient and doesn't use clerk skills effectively. Managers and program supervisors spend, on average, 10 hours per week both supervising current clerks and performing clerical tasks. Also due to the growth in staff and cuts in clerical support, employees who staff boards, committees, and other meetings report spending an average of 12-16 hours per month preparing materials and writing meeting minutes. By hiring a clerk supervisor, we can better coordinate work, increase cross training of clerks to ensure coverage, alleviate the clerical burden placed on managers and supervisors, and create efficiencies before analyzing if additional general clerks are needed.

3a. Options / Advantages:
The health department is growing with new grants, contracts and other funding opportunities and related professional staff will be added; the clerical supervisor position will allow the department to support new professional FTE without requesting general funds to increase clerical staffing. This position will also allow managers and supervisors to focus on their responsibilities, rather than completing time-consuming clerical tasks.

3b. Cost savings:
N/A

4a. Outcomes:
Improve clerical support, increase efficiencies, ensuring that all staff work at the top of their scope and abilities.
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Health</th>
<th>Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suppl ID # 2449</td>
<td>Fund 1</td>
</tr>
</tbody>
</table>

**4b. Measures:**
- Response time for public requests and phone calls
- Length of time to process meeting minutes, material collection and printing, logging data on clients at intake and over time
- Number of customer complaints about service
- Number of hours front desks are short staffed due to lack of cross training
- Number of hours saved by managers and supervisors in completing clerical tasks

**5a. Other Departments/Agencies:**

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

**6. Funding Source:**

2018 cost is calculated at a total of $76,831 based on unrepresented pay grade of 260 step 3.

Funded by:
- Reclassification of HIA Manager to an HIA Supervisor, $36,635
- Additional indirect funding from new grants:
  - North Sound Behavioral Health opiate outreach grant $11,250
  - North Sound Behavioral Health dedicated marijuana grant $15,500
  - Portion of Department of Health regional marijuana grant $13,446
Supplemental Budget Request

Hearing Examiner

<table>
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<td>M Caldwell</td>
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Expenditure Type: One-Time  Year 2  2018  Add'l FTE  Add'l Space  Priority  1

Name of Request: Record Hearing Examiner 2018 wage & benefits

X

10/27/17

Department Head Signature (Required on Hard Copy Submission)  Date

Costs:

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1a. Description of request:

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

### Juvenile Administration

- **Suppl'l ID #:** 2353
- **Fund:** 1
- **Cost Center:**
- **Originator:** M Caldwell
- **Expenditure Type:** One-Time
- **Year:** 2018
- **Add'l FTE:**
- **Add'l Space:**
- **Priority:** 1

### Name of Request:

Record Juvenile 2018 wage & benefit settlement

### Department Head Signature (Required on Hard Copy Submission)

#### Costs:

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1a. Description of request:

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

Juvenile Administration

Suppl ID # 2472 Fund Cost Center 1967 Originator: David Reynolds

Expenditure Type: Ongoing Year 2 2018 Add'l FTE ☑ Add'l Space ☐ Priority 1

Name of Request: Parent 4 Parent Program

Department Head Signature (Required on Hard Copy Submission) Date

X 10.3.17

Costs:

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<tr>
<td>6320</td>
<td>Office &amp; Op Supplies</td>
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</table>

Request Total  $0

1a. Description of request:
We have received an increase in reimbursement for our Parent 4 Parent program. The purpose behind the increase is to allow for expansion of the program, and the hiring of additional help.

1b. Primary customers:
Parents who have children in the dependency process.

2. Problem to be solved:
We have been experiencing an increase in dependency youth filings. This program provides structure, education and support for parents of dependent youth. The goal is to educate them on the dependency process by other parents who have successfully had their children returned to them.

3a. Options / Advantages:
Increasing and expanding program capacity are the best options because it provides for more education and more services to parents.

3b. Cost savings:
Savings are achieved by having children in a more timely manner, reducing foster care costs and placements as well as court expenses in the dependency process.

4a. Outcomes:
1. Hire a parent ally to assist the coordinator
2. Implement Dependency 201 program

4b. Measures:
Hiring of the parent ally and implementation of Dependency 201.

5a. Other Departments/Agencies:
There will be an direct impact to the Attorney General's office as well as Department of Children and Family Services.

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

6. Funding Source:

Tuesday, October 03, 2017
Supplemental Budget Request

Parks & Recreation

Supp'l ID #: 2354  Fund 1  Cost Center Originator: M Caldwell

Expenditure Type: One-Time  Year: 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Record Parks 2018 wage & benefit settlement

X

Department Head Signature (Required on Hard Copy Submission)

Date: 21/1/17

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Request Total: $142,952

1a. Description of request:

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:

Friday, October 27, 2017
Supplemental Budget Request

Planning & Development Services  Administration

Supp'ID # 2355  Fund 1  Cost Center  Originator: M Caldwell

Expenditure Type: One-Time  Year 2 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Record PDS 2018 wage & benefit settlement

X

Department Head Signature (Required on Hard Copy Submission)  Date

Costs: | Object | Object Description                  | Amount Requested |
-------|--------|------------------------------------|------------------|
       | 6110   | Regular Salaries & Wages           | $134,141         |
       | 6210   | Retirement                         | $10,520          |
       | 6230   | Social Security                    | $10,134          |
       | 6245   | Medical Insurance                  | $62,589          |
       | 6255   | Other H&W Benefits                 | $13              |
       | 6269   | Unemployment-Interfund             | $177             |
       |        | Request Total                      | $217,574         |

1a. Description of request:

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

Planning & Development Services
Supp'l ID # 2340

Building Services
Fund 1 Cost Center 830 Originator: J.E. Sam Ryan & Mark Pers

Expenditure Type: Ongoing Year 2 2018 Add'l FTE ✓ Add'l Space □ Priority 1

Name of Request: PDS Permit Center Planning Technician

X

Department Head Signature (Required on Hard Copy Submission) Date 10-6-17

<table>
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<td>Request Total</td>
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1a. Description of request:
This is a continuation of the position approved in September 2017--1 FTE (Planning Technician) for Planning and Development Services Permit Center

1b. Primary customers:
Whatcom County Citizens, other agencies and county departments required to obtain permits for building and development activities.

2. Problem to be solved:
Since the staff cuts in 2008-2010, our Building Services staff has remained more or less static. However, our permit numbers and revenue have bounced back and continued to grow. Planning and Development Services (PDS) has seen a significant increase in both Residential and Natural Resource Assessment permits/applications. The steady increase in permit applications has been challenging for staff to keep pace and keep the turnaround times for critical area and permit review as timely as possible. In 2011 the total applications for Single Family Residences (SFR) were 297. PDS ended the year in 2016 with 503 SFR applications.

Planning and Development has tried many configurations for processing and reviewing applications but the volume of work requires an increase in staff to help facilitate active changes. Citizens are frustrated by the timeframes to obtain a Natural Resource approval and the follow up wait time to submit a building permit application. The additional position would assist in improving our processing and wait times.

The new Planning Technician would allow other Permit Center Staff more time to work on projects and permit/plan review. The Planning Technician would assist customers, perform cashiering, intake permits and generally assist with the timely processing of permits and applications. The new Permit Center Technician would be trained to evaluate and answer general Natural Resources questions and process incoming NR Assessment applications. This additional staff person will free up other Natural Resource staff so they are not required to have as many assigned "counter days" in the permit center. The new position would provide time for other permit center staff to assist Current Planning and Natural Resource

Friday, October 06, 2017

Rpt: Rpt Suppl Regu
Supplemental Budget Request

Status: Pending

<table>
<thead>
<tr>
<th>Planning &amp; Development Services</th>
<th>Building Services</th>
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<tbody>
<tr>
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<td>Fund: 1</td>
</tr>
<tr>
<td>Cost Center: 830</td>
<td>Originator: J.E. Sam Ryan &amp; Mark Pers</td>
</tr>
</tbody>
</table>

Staff with their project and permit review to help improve their timelines. The position would also free up the Permit Center Plans Examiner to concentrate on Plan review rather than general permit center tasks. The extra person would enable staff to open up more appointment times for permit intake.

3a. Options / Advantages:

PDS has tried a variety of structure changes and shifting of workload but the volume of work will be greatly assisted by additional staff in the permit center.

3b. Cost savings:

There are not specific cost savings. However PDS permit revenue is over budget expectations through the end of June 2017 and AS Finance projects the revenue to exceed budget by over $200,000.

4a. Outcomes:

Permit Center customers will have the wait times to submit their building permit improve and other departments will benefit by having to spend less time at the counter answering questions. The turnaround times for Natural Resource permits should also improve since less Natural Resource Planner time will be required at the counter. The two other current planners will be able to have release time from the permit center to focus on Natural Resource and Current Planning projects to help distribute the work load and improve time lines. The permit plan review turnaround should also improve since the counter Plans Examiner will not have to focus on general permit center tasks. The timelines should improve once the Planning Technician has adequate training.

4b. Measures:

Building Permit and project timelines from application to approval/issuance will be reduced and Natural Resource timelines will improve.

5a. Other Departments/Agencies:

This will benefit other county departments and other federal and state agencies that are required to obtain building and land use permits.

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

N/A

6. Funding Source:

Increased Permit and Plan Check Fees as a result of increased activity in the building industry.
Supplemental Budget Request

Prosecuting Attorney

Status: Pending

Suppl/ID #: 2358

Fund 1

Cost Center

Originator: M Caldwell

Expenditure Type: One-Time

Year: 2018

Add'l FTE □ Add'l Space □ Priority 1

Name of Request: Record Pros Attty 2018 wage & benefit settlement

Department Head Signature (Required on Hard Copy Submission)

X

10/27/17

Date

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Request Total $135,488

1a. Description of request:

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:

Friday, October 27, 2017

Rpt: Rpt Suppl Regular

273
Supplemental Budget Request

Public Defender

Supp/ID # 2357 | Fund 1 | Cost Center | Originator: M Caldwell

Expenditure Type: One-Time | Year 2 | 2018 | Add'l FTE | Add'l Space | Priority | 1

Name of Request: Record Public Defender 2018 wages & benefits

X [Signature]

Department Head Signature (Required on Hard Copy Submission) Date: 10/22/17

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1a. Description of request:

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

Sheriff  Administration

Supp ID # 2358  Fund 1 Cost Center  Originator: M Caldwell

Expenditure Type: One-Time  Year 2 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Record Sheriff 2018 wage & benefit settlements

X  

Department Head Signature (Required on Hard Copy Submission)  Date 10/27/17

<table>
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1a. Description of request:
This includes wage and benefit adjustments for Unreps and Master employees as well as medical benefit adjustments for the Deputies' Guild members. Guild wage settlement is still undetermined.

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:

Friday, October 27, 2017
1a. Description of request:

The Sheriff's Office requests funding to add one additional FTE in Patrol. See Supplemental ID# 2419 for corresponding one-time costs and ID# 2465 for one-time BLEA training cost.

The Sheriff's Office requests funding to add 1 additional deputy sheriff FTE to specialize and respond to calls involving persons in crisis, as well as work cooperatively with the mental health and social services agencies to assist those in need with the appropriate services and support (the Sheriff's Office originally requested 3 CIT deputies during the 2017-2018 budget process). The CIT deputy would receive advanced Crisis Intervention training and be the primary responding deputy to calls involving persons in crisis. This deputy would also conduct follow up with individuals and liaison with the appropriate mental health providers on a regular basis. The goal of the additional FTE will be to provide assistance to those in crisis and divert them from the criminal justice system when appropriate. In addition, the establishment of a CIT deputy will reduce the impact on limited law enforcement resources, freeing them up to handle calls for service and to conduct proactive contacts. The addition of CIT personnel trained in de-escalation techniques has been shown to reduce the number and severity of injuries to deputies and citizens.

The Sheriff's Office proposes to participate in a county-wide Crisis Intervention Team, which is a partnership between the Sheriff's Office and mental health professionals and providers. Based on similar models in Memphis, TN and Milwaukee, WI, the program is intended to assist persons in mental health crisis and provide alternatives to incarceration. In following the recommendations cited in the VERA Institute's "Report to Whatcom County Stakeholders on Jail Reduction Strategies", the Sheriff's Office seeks to partner with the Crisis Prevention Intervention Team (CPIT). The CIT deputy would partner with CPIT members and serve as a liaison for other deputies to assist in coordinating with CPIT to provide services for those in crisis rather than subjecting them to arrest and incarceration. In addition to law enforcement trained in CIT concepts and collaboration with CPIT, a successful CIT program should
include the following components:
- Community support and collaboration
- An accessible crisis system
- Behavioral health personnel trained in LE response and needs
- Consumer and family collaboration and education

1b. Primary customers:
Those in our community who have mental health issue and/or are experiencing crisis. Unfortunately, many with mental health issues find their way into the criminal justice system through no fault of their own. The local systems intended to deal with mental health issues does not have the funding or resources to support the services needed to keep persons in crisis from entering the criminal justice system. Law enforcement in regularly called to deal with persons in crisis, when family and behavioral health services are unable to find a solution to the problem.

2. Problem to be solved:
Over the past few years, the Sheriff's Office has seen an increase in the number of calls involving persons in mental health crisis. In the last 24 months, the Sheriff's Office has responded to approximately 1200 mental health calls, with a slight increase noted in 2017. Some of the increase can be attributed to legislation and reductions in state funding for services that provide assistance for persons in crisis. As a result, local government is left to deal with this growing problem. This also puts additional responsibility and workload on already limited law enforcement resources.

Recent legislation (RCW 43.101) requires that all peace officers in the state receive 8 hours of Crisis Intervention Training by 2021. Prior to this change, the Sheriff's Office worked jointly with the Health Department to provide this training to all commissioned personnel during the 2015 In-service training. Additional crisis intervention training has been provided to deputies to ensure that they are able to identify a person in mental health crisis, as well as attempt to deescalate situations from becoming violent.

In 2014, Whatcom County Behavioral Health provided alternative services to incarceration to 4,224 individuals. During the same time frame, another 1341 jail inmates were assessed and/or provided behavioral health services while incarcerated. Of those served, 555 individuals were provided crisis stabilization services. An additional 63 were hospitalized for acute symptoms of mental illness. In 2016, Whatcom County Behavioral Health assisted 1699 incarcerated persons with psychiatric services and medication.

3a. Options / Advantages:
While others options to deal with persons in mental health crisis exist, the resources are limited to respond and deal with persons in the field. In addition, situations involving persons in crisis are volatile and present safety concerns for mental health service providers, thus requiring the assistance of law enforcement. Deputies are regularly called by friends and family when they are unable to deal with the person in crisis and/or fear for the safety of themselves and the person in crisis. It is imperative that deputies attempt to deescalate the situation and attempt to divert the subject from the criminal justice system when possible.

3b. Cost savings:
By diverting persons to the appropriate mental health services, we not only reduce the cost of incarceration and court proceedings, but also the continued impact on law enforcement resources due to response and the time that deputies must spend returning to deal with subjects.

4a. Outcomes:
Outcome will be increased assistance for those suffering from mental illness. In addition, it is expected that there will be a decreased impact on limited law enforcement resources and the criminal justice system.

4b. Measures:
When we see actual results as described above.

5a. Other Departments/Agencies:
Supplemental Budget Request

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<thead>
<tr>
<th>Sheriff</th>
<th>Operations</th>
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Health Department, Prosecutor's Office, Public Defenders Office

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

6. Funding Source:
   General Fund
Supplemental Budget Request

Status: Pending

Sheriff Operations

Supp'l ID # 2419 Fund 1 Cost Center 2920 Originator: D Pierce / D Chadwick

Expenditure Type: One-Time Year 2 2018 Add'l FTE Add'l Space Priority $2

Name of Request: Patrol - Additional FTE 2018 One-Time Costs

X

Department Head Signature (Required on Hard Copy Submission) Date 9/29/17

<table>
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Request Total $60,833

1a. Description of request:
Supplemental Budget to fund one-time costs of hiring one additional Patrol deputy.
See Supplemental ID# 2418 for corresponding ongoing costs and ID# 2465 for one-time BLEA training costs.

$3,220 Hiring costs (background investigation $2200, psych eval $375, physical $505, eye exam $140)
$2,190 Guild contract (clothing, duty belt/keepers, handcuffs/cases, duty weapon, holster, mag pouch)
$9,305 Equip (MDT $3800, radio $3685, armor/helmet $1190, portable breath test $480, tool kit $150)
$ 345 Basic Law Enforcement Academy clothing $345
$ 171 Supplies (badge/brass, belt liner, 1st aid kit, aerosol restraint)
$45,602 Vehicle
$60,833 Total one-time costs

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:

Friday, September 29, 2017
### Supplemental Budget Request

**Status:** Pending

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6. **Funding Source:**

   General Fund
Supplemental Budget Request

Sheriff Operations

Status: Pending

Fund 1 Cost Center 2920 Originator: Dawn Pierce

Expenditure Type: One-Time Year 2 2018 Add'l FTE □ Add'l Space □ Priority 32

Name of Request: Patrol - Additional FTE 2018 BLEA Training Cost

X

Department Head Signature (Required on Hard Copy Submission) Date

9/29/17

Costs:

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1a. Description of request:

Supplemental Budget to fund one-time BLEA training costs of hiring one additional deputy for Patrol. See Supplemental ID# 2418 for ongoing costs and ID# 2419 for corresponding one-time hiring costs.

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:

Friday, September 29, 2017
Supplemental Budget Request

Sheriff Operations

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Expenditure Type: One-Time  Year: 2018  Add'l FTE □  Add'l Space □  Priority: 6

Name of Request: Transcription Services 2018

Department Head Signature (Required on Hard Copy Submission)

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1a. Description of request:

The Sheriff’s Office Detective Division investigates a large number of major crimes and crime sprees involving persons and property. These cases require significant investigative resources and are complex in nature. Upon completion of the case, detectives are responsible for documenting the events and actions taken in the course of the investigative process. These reports are then routed to the Prosecuting Attorney’s Office for review and use during prosecution of the case.

Due to the complexity of the cases and the large number of interviews that must be completed and accessible for both the prosecution and defense, many of the interviews are recorded and must be transcribed. Recorded statements were previously reserved for major cases such as homicides, and the detectives would transcribe the recordings into their reports. This was very time consuming and put a strain on limited investigative resources.

The Prosecutor’s Office expected all recorded statements to be transcribed so they could be reviewed and passed on to the defense during discovery. In addition, the number of recordings needing transcription increased when the Sheriff’s Office began recording interviews, not only for major cases, but for many other cases handled by the Detective Division. To improve efficiencies in completing and forwarding information to the Prosecutor’s Office, the Sheriff’s Office began using a transcription service.

Quality control issues required that detectives carefully review transcribed statements before they could be forwarded to the Prosecuting Attorney’s Office. The additional time required to ensure the accuracy of the transcriptions placed further strain on already overburdened investigative resources, and the Sheriff’s Office was compelled to transition to another transcription services provider.

The increase in cost is due to 1) expanded use and expectation of transcribed recorded statements 2) increased service fee for the new transcription service.

1b. Primary customers:

Sheriff’s Office detectives, prosecuting attorney, defense counsel and the citizens they serve.

2. Problem to be solved:

With significant caseload and a limited number of detectives to take new cases and conduct follow up on existing cases, efficiencies are contemplated whenever possible. The practice of recording statements and having them transcribed by an external service provider frees up detectives to handle new investigation and complete current cases for the prosecution.

3a. Options / Advantages:

Detectives could take written statements and/or recorded statements that they transcribe themselves. Both these options require detectives to significant time away from their investigative duties to perform
Supplemental Budget Request

Sheriff Operations

Supp ID # 2460 Fund 1 Cost Center 2910 Originator: D Pierce / D Chadwick

clerical work.

The use of recorded statements and a transcription service ensures that statements are transcribed and available for review in a timely manner.

3b. Cost savings:
Additional time required for detectives to complete transcription of recorded statements could result in additional overtime costs if the completed files were needed and could not be completed during the regular work day/week.

4a. Outcomes:
Accurate transcription of recorded statements delivered in a timely manner.

4b. Measures:

5a. Other Departments/Agencies:
The Prosecutor's Office has relayed their expectation that all recorded statements be transcribed. In order to be efficient, detectives regularly record statements to save time for other investigative functions. Failure to record statements and utilize a transcription service will increase the time it takes to submit cases to the Prosecutor's Office and make them available for discovery. This may impact a defendant's right to a speedy trial.

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

6. Funding Source:
General Fund
Supplemental Budget Request

Sheriff Administration

Fund 1 Cost Center 2900 Originator: D Pierce / K Hester

Expenditure Type: One-Time Year 2 2018 Add'l FTE Yes Add'l Space No Priority 8

Name of Request: Office Chairs

X

Department Head Signature (Required on Hard Copy Submission) Date 9/29/17

Costs:

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Request Total $9,062

1a. Description of request:

Purchase office chairs to replace old chairs currently in use at the Sheriff's Office. This purchase would outfit the remainder of the Sheriff's Office Basic Law Enforcement and Investigative Services (BLEIS) with comfortable, ergonomic chairs for work stations. Chairs will be utilized in Detectives, Traffic Unit, Crime Analysis, Report Room and Sergeants Offices. Purchase of new chairs for the conference room and Laurel Substation was completed in 2017.

1b. Primary customers:

Sheriff's Office personnel in Detectives, Traffic Unit, Crime Analysis, Sergeants Office, and deputies working in the report room.

2. Problem to be solved:

New chairs are needed to replace old chairs that have been in use with the Sheriff's office for over 20 years. Most of the old chairs were either purchased in 1994 or obtained through County surplus; many are broken, worn out, threadbare, and missing parts.

3a. Options / Advantages:

Some of the chairs would be ordered with adjustable arms which provide comfort at workstations where the employee spends the majority of the day at their desk. Others would be ordered without arms for deputies wearing gun belts. The chairs without arms would save about $40 per chair.

3b. Cost savings:

Rather than ordering full-fabric and full-adjustment chairs which are quite expensive, the Sheriff's Office will purchase more economical mesh-back chairs with only 3 adjustments. This will save on cost but still provide ergonomic comfort and a level of adjustment that meets the needs of the employees.

4a. Outcomes:

Employees will be outfitted with comfortable, ergonomic chairs that are in good condition.

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

Superior Court

Fund 1  Cost Center  Originator: M Caldwell

Expenditure Type: One-Time  Year: 2018  Add'l FTE ☑  Add'l Space ☐  Priority: 1

Name of Request: Record Superior Ct 2018 wage & benefit settlement

X

Department Head Signature (Required on Hard Copy Submission)


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Request Total: $94,257

1a. Description of request:

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

Treasurer

Supp'l ID #: 2360  Fund: 1  Cost Center: 3300  Originator: M Caldwell

Expenditure Type: One-Time  Year: 2 2018  Add'l FTE □  Add'l Space □  Priority: 1

Name of Request: Record 2018 Treasurer wage & benefit settlement

Department Head Signature (Required on Hard Copy Submission)

Date

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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

WSU Extension

Supp'l ID #: 2361  Fund 1  Cost Center 2000  Originator: M Caldwell
Expenditure Type: One-Time  Year: 2018  Add'l FTE ☐  Add'l Space ☐  Priority 1

Name of Request: Record 2018 Extension wage & benefit settlement

[Signature]
Department Head Signature (Required on Hard Copy Submission)

<table>
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Request Total: $8,675

1a. Description of request:
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:

Friday, October 27, 2017
1. Description of request:
   Distribute 2018 General Fund wage settlements for Unreps, Teamsters, Local 17 and WSNA to all General Fund departments from the Non Departmental wage settlement reserve account.

2. Problem to be solved:

3. Options / Advantages:

4. Cost savings:

4a. Outcomes:

4b. Measures:

5. Other Departments/Agencies:

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

6. Funding Source:
Supplemental Budget Request

Non-Departmental

Suppl ID # 2476  Fund 1  Cost Center 4530  Originator: M Caldwell

Expenditure Type: One-Time  Year 2 2018  Add'l FTE □  Add'l Space □  Priority 1

Name of Request: Funding for Ballot Processing System

X
Department Head Signature (Required on Hard Copy Submission)  Date 1/21/17

Costs:  Object  Object Description  Amount Requested
8351.10907  Operating Transfer Out  $227,525

Request Total  $227,525

1a. Description of request:
Companion to Election Reserve Suppl #2411 Ballot Processing System to provide adequate funding.

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

Monday, October 09, 2017

Rpt: Rpt Suppl Regular
## 1a. Description of request:

Companion request to ASR #2017-5703 Hydrologist for Natural Resources and Planning. Provides 50% of the funding for this new FTE to be paid by the General Fund.

## 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

Non-Departmental

Suppl ID #: 2422
Fund 1
Cost Center 120
Originator: M Caldwell
Expenditure Type: One-Time
Year 2 2018
Add'l FTE ☐
Add'l Space ☐
Priority 1

Name of Request: Adjust 2018 General Fund Revenues

Department Head Signature (Required on Hard Copy Submission)

10/27/17

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<td>4332.1523</td>
<td>Federal In Lieu Of Taxes</td>
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<tr>
<td></td>
<td>4336.0641</td>
<td>Marijuana Enforcement</td>
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<tr>
<td></td>
<td>Request Total</td>
<td></td>
<td>($890,000)</td>
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</table>

1a. Description of request:
Adjust 2018 general fund sales tax budgets to approximately 5% over 2017 projected amounts.
Adjust 2018 PILT payment to 2017 amount plus a modest growth factor.
Adjust state marijuana distributions budget based on decreases made by the state legislature in SSB 5883.

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:

Friday, October 27, 2017
Supplemental Budget Request

Non-Departmental

Supp't ID # 2474  Fund 1  Cost Center 2100  Originator: Tawni Helms

Expenditure Type: One-Time  Year 2 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Medical Examiner

X

Department Head Signature (Required on Hard Copy Submission)  Date: 3/21/17

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
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</thead>
<tbody>
<tr>
<td>6630</td>
<td>Professional Services</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Request Total: $10,000

1a. Description of request:

Whatcom County is entering into a new three year contract for services for Medical Examiner Services. The cost of the contractual services will increase annually based on an annual CPI-U inflation adjuster. The amount of the increase for 2018 is anticipated at 3% or $10,000.

1b. Primary customers:

Whatcom County citizens

2. Problem to be solved:

The cost of services increase on an annual basis.

3a. Options / Advantages:

n/a

3b. Cost savings:

n/a

4a. Outcomes:

The contract will be renewed

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  

Non-Departmental

<table>
<thead>
<tr>
<th>Suppl ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
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<th>Year</th>
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<td>4250</td>
<td>M Caldwell</td>
<td>One-Time</td>
<td>2018</td>
<td>1</td>
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</tbody>
</table>

Name of Request: Incr in 2018 Sheriff/Fire District What Comm bgt

X

Department Head Signature (Required on Hard Copy Submission)

1a. Description of request:

$72,591 to increase the 2018 What Comm ibudget n the General Fund to cover the Sheriff and Fire dispatches.

1b. Primary customers:

2. Problem to be solved:

What-Comm increased their dispatch budget for both Fire and Sheriff dispatches.

3a. Options / Advantages:

n/a

3b. Cost savings:

n/a

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
**1a. Description of request:**

To insure safe and dependable operation – Security hardware needs to be refreshed every 5 years. There are many components with finite life span both for operations and replacement availability. The software, programming and configuration are usually still applicable, and so can be upgraded into the new hardware.

The Juvenile Detention controls were commissioned in 2011. The equipment was purchased a full year before for development – therefore the equipment at this facility is approaching 8 years old. Equipment with power supplies, spinning media and other electronics is not considered dependable at this age.

**1b. Primary customers:**

All employees, contract employees, inmates and visitors to the Juvenile Detention Facility.

**2. Problem to be solved:**

The Juvenile Detention controls were commissioned in 2011. The equipment was purchased a full year before for development - therefore the equipment at this facility is approaching 8 years old. Equipment with power supplies, spinning media and other electronics is not considered dependable at this age.

**3a. Options / Advantages:**

There are no other options for this refresh. These are computers and they ware out. To insure life safety of the operation of the Juvenile Detention, the computers need to be refreshed.

**3b. Cost savings:**

This will insure the life safety aspect of the controls as well as continued operation of the Juvenile Detention control system.

**4a. Outcomes:**

This will insure the life safety aspect of the controls as well as continued operation of the Juvenile Detention control system.

When the system is refreshed.

**4b. Measures:**

With a reliable control system for the Juvenile Detention

**5a. Other Departments/Agencies:**

Yes, The Juvenile Detention Facility

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

Michael Russell, Facilities Management

**6. Funding Source:**

The General Fund ?? REET???
Supplemental Budget Request

Administrative Services

Supp#ID # 2470
Fund 1
Cost Center 4533
Originator: Brad Bennett

Finance

Expenditure Type: One-Time
Year 2
2018
Add'l FTE □
Add'l Space □
Priority 1

Name of Request: Evaluation of Financial System

X

Department Head Signature (Required on Hard Copy Submission)

Date: 10/27/17

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>6630</td>
<td>Professional Services</td>
<td>$75,000</td>
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</table>

| Request Total | $75,000 |

1a. Description of request:
Analysis of county's needs for an enterprise resource planning system (ERP) and assistance evaluating and selecting a software provider.

1b. Primary customers:
All county administrative personnel.

2. Problem to be solved:
The County's current ERP is a text-based system; it does not include a graphical user interface which most system users are accustomed to using. The report writers are not user-friendly. Users usually get frustrated before they are proficient using them. The system runs on an IBM iSeries and IT professionals that are knowledgeable in IBM i series operation are getting hard to find.

3a. Options / Advantages:
Delay ERP evaluation one budget cycle. Use P.C. tools and crystal reports to address the system's limitations. Work with departments to improve county processes.

3b. Cost savings:
It is possible there will be a modest increase in productivity.

4a. Outcomes:
A new software vendor identified for the 2019-2020 budget cycle.

4b. Measures:
Success will be measured by successfully selecting a new software vendor in time for the 2019-2020 budget cycle.

5a. Other Departments/Agencies:
It will impact all county departments. Department impact will be in communicating their needs for a new ERP system evaluating alternative systems.

5b. Name the person in charge of implementation and what they are responsible for:
Perry Rice will need to evaluate the hardware aspects of a change in software.

6. Funding Source:
General Fund
# Supplemental Budget Request

**Status:** Pending

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp# ID # 2473</td>
<td><strong>Fund</strong> 1 <strong>Cost Center</strong> 4531 <strong>Originator:</strong> Mike Russell</td>
</tr>
</tbody>
</table>

| Expenditure Type: | Year 2 2018 | Add'l FTE ☐ | Add'l Space ☐ | Priority 1 |

## Name of Request: Prox Lock AMAG Upgrade and Repairs

|x| 6/27/17

**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></td>
<td>6610</td>
<td>Contractual Services</td>
<td>$21,699</td>
</tr>
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</table>

**Request Total** $21,699

## 1a. Description of request:
Replace our AMAG Prox-Lock Server, Upgrade the AMAG Software to the latest Version. Provide, Install and program an SDK Module to allow our CCTV Video System Program GENETIC to integrate with the AMAG System. This ASR will fund the installation of this equipment and integrate the two systems into one as it was designed to do.

## 1b. Primary customers:
Everyone who accesses the County Facilities that use the AMAG Prox System, it would also provide for more security for employees and the public that use the facilities.

## 2. Problem to be solved:
The server is 5 years old and is showing signs that it is reaching its end of service. The new server will accommodate the increased load that we have put on the system plus it will enable us to use our GENETIC CCTV Camera system full integrated into the AMAG Prox System that will enhance the Electronic Security system and help to provide a safer environment for County Staff and the Public that use these services. Essentially by having them together is the Video can provide a picture/video of the person or persons that are accessing a prox secured door and it can provide an electronic history of who accessed what door and when, plus provide a picture of the person of interest and it can provide this information in real time.

AMAG has recently Partnered with Security Center. (Our Video Surveillance and Analytics Software). This was an expected merger that we’ve been waiting for when the two Systems can come together. This will enhance our security technology with a very good, high quality, and well rounded Security System which protects everyone that uses the Courthouse. Eventually the system will be upgraded throughout all county facilities.

## 3a. Options / Advantages:
There are no other options. This is the best option because it is really the only option that will provide updates and upgrades that are needed for us to maintain our security systems.

## 3b. Cost savings:
I don’t see a how to put a monetary number on this, it can help protect the people in the Facility and provide a digital and visual record of potential incidents.

## 4a. Outcomes:
The main outcome will be a reliable Access Control System that aligns with our CCTV security system.

## 4b. Measures:
When the new equipment is installed and all systems have been implemented and full operation has been thoroughly tested and is working as it should.

*Friday, October 13, 2017*
**Supplemental Budget Request**

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Supp#</strong> # 2473</td>
<td><strong>Fund</strong> 1, <strong>Cost Center</strong> 4531, <strong>Originator:</strong> Mike Russell</td>
</tr>
</tbody>
</table>

When everything is up and running and we continue to improve and provide very high quality Access Control and CCTV security system.

5a. **Other Departments/Agencies:**

This request impacts all the other departments that use the facilities in providing a very robust and reliable Access Control and CCTV System.

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

This request impacts all the other departments that use the facilities in providing a very robust and reliable Access Control and CCTV System.

Craig Cummings

6. **Funding Source:**

General Fund
Supplemental Budget Request

Non-Departmental

Suppl ID # 2487  Fund 1  Cost Center 4530  Originator: M Caldwell

Expenditure Type: One-Time  Year 2 2018  Add'l FTE  □  Add'l Space  □  Priority 1

Name of Request: Funding for Jail Security System Hardware projects

X  /10/27/17
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>
<td></td>
<td>8351.11801</td>
<td>Operating Transfer Out</td>
<td>$452,548</td>
</tr>
</tbody>
</table>

Request Total  $452,548

1a. Description of request:
Companion to supplemental IDs #2441 and #2442 to provide funding for security system hardware replacements.

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

Administrative Services

Supp1ID # 2488
Fund 1
Cost Center 4531
Expenditure Type: One-Time
Year 2 2018
Add'l FTE ☐ Add'l Space ☐ Priority 1

Facilities Management

Originator: Michael Russell

Name of Request: Replace Thermostatic Mixing Valves - GF

Department Head Signature (Required on Hard Copy Submission) 10/27/17

Costs:

<table>
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<tr>
<th>Object</th>
<th>Object Description</th>
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<tbody>
<tr>
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<td>Repairs &amp; Maintenance</td>
<td>$37,803</td>
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</table>

| Request Total | $37,803 |

1a. Description of request:
GF companion to Supplemental ID #2433 for Thermostatic Mixing Valves for the Courthouse

1b. Primary customers:
This is a code and safety requirement to maintain the hot water temperatures below 120 degrees. This replacement will serve the public and employees using the Courthouse.

2. Problem to be solved:
The current mixing valves continue to fail. The most recent failure was discovered by the Department of Health and we are required to present a plan to correct this issue. By replacing these valves we will be updating our mixing valves to a much more reliable system and greatly reducing the failures that we have been experiencing.

3a. Options / Advantages:
There are no other options for this repair. The Courthouse system is 25 years old. By replacing this system with a current digital system we will increase the reliability of our hot water system to maintain code requirements.

3b. Cost savings:
The only cost savings would be to avoid monetary sanctions for code violations.

4a. Outcomes:
Once the replacement is completed the hot water system in the Courthouse will be much more stable.

4b. Measures:
When a new reliable system is installed and the temperatures are stabilized.

5a. Other Departments/Agencies:
This request will create a much more reliable hot water system for the Courthouse.

5b. Name the person in charge of implementation and what they are responsible for:
Michael Russell, Facilities Management

6. Funding Source:
General Fund
Supplemental Budget Request

Non-Departmental

<table>
<thead>
<tr>
<th>Suppl ID #</th>
<th>Fund</th>
<th>Cost Center</th>
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<tr>
<td>2489</td>
<td>1</td>
<td>4530</td>
<td>M Caldwell</td>
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</table>

Expenditure Type: One-Time  Year: 2018  Add'l FTE □  Add'l Space □  Priority: 1

Name of Request: Transfer to fund Jail Thermostatic Mixing Valves

X

Department Head Signature (Required on Hard Copy Submission)

Date: 10/27/17

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
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Request Total: $75,607

1a. Description of Request:
Companion supplemental to provide funding for Jail Thermostatic Mixing Valve replacement Suppl ID #2443

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

Non-Departmental

Supp1 ID # 2482  Fund 1  Cost Center 4530  Originator: T. Helms

Expenditure Type: One-Time  Year: 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Transfers for Capital Improvements

X

Department Head Signature (Required on Hard Copy Submission) Date 10/27/17

<table>
<thead>
<tr>
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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$7,000,000</td>
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</tbody>
</table>

1a. Description of request:
Capital improvements are designated for the existing jail, courthouse and other government buildings. Budget supplementals for operating transfers in will be forthcoming when those projects are ready to move forward.

The majority of funding will be dedicated to the existing jail. Design2Last presented Phase 1B of their work and prioritized the issues that need to be addressed. Recommendations include a list of tasks developed around the recommended priority issues. Cost estimates were included for each of the priority tasks for a total of $3.978M for construction. This budget supplemental request includes for $5.7M for this work; to include the construction cost estimates, contingency and contract administration. The logistics of relocating inmates, staff and programs will pose and additional cost to the County. Some of these costs are reflected in budget supplementals from the Sheriff's Office.

1b. Primary customers:
Whatcom County staff, inmates and visitors to the jail.

2. Problem to be solved:
The Jail and Work Center require several construction projects to be completed in order to recommended priority issues and improve the ongoing operations of both facilities.

3a. Options / Advantages:
Without addressing the construction needs of the existing jail the facility will fall into further disrepair.

3b. Cost savings:
No cost savings.

4a. Outcomes:
Ongoing operations of the facilities can continue.

4b. Measures:
Jail and Work Center will have some of the deficiencies and priority facility issues addressed.

5a. Other Departments/Agencies:
Sheriff's Office, Facilities, Executive Office

5b. Name the person in charge of implementation and what they are responsible for:
Sheriff Bill Elfo
Facilities Operations Manager, Rob Ney
Executive Louws

6. Funding Source:
General Fund

Friday, October 27, 2017
**Supplemental Budget Request**

**Non-Departmental**

- **Supp'l ID #:** 2483  
- **Fund:** 1  
- **Cost Center:** 4530  
- **Originator:** T. Helms

**Expenditure Type:** One-Time  
**Year:** 2018  
**Add'l FTE:** ☑  
**Add'l Space:** ☑  
**Priority:** 1

**Name of Request:** Increase General Fund transfer to Jail

![Signature]

**Department Head Signature** (Required on Hard Copy Submission)  
**Date:** 10/27/17

<table>
<thead>
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<th>Costs: Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>8351.118</td>
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<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$700,000</strong></td>
</tr>
</tbody>
</table>

1a. **Description of request:**

Increase General Fund Transfer to Jail to cover addition of two deputies plus one-time costs, reduction in per diem revenues, additional wage and benefit settlement costs, new dishwasher, GED contract increase, overtime increase, medical lab cost increase and Yakima contracted jail beds.

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

Non-Departmental

Supp'l ID #: 2485  Fund: 1  Cost Center: 4075  Originator: M Caldwell

Expenditure Type: One-Time  Year: 2  2018  Add'l FTE  Add'l Space  Priority: 1

Name of Request: Additional reserve for 2018 wages & benefits

X  10/21/17
Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
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<th>Object</th>
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<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
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<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$650,000</td>
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</table>

1a. Description of request:
The expected Sheriff's Guild wage and benefit settlement will require more funding in the Non
Departmental wage reserve account to cover 2017 retro payments and new 2018 wage and benefit rates.

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

Non-Departmental

<table>
<thead>
<tr>
<th>Supp# ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
<th>Expenditure Type</th>
<th>Year</th>
<th>Add'I FTE</th>
<th>Add'I Space</th>
<th>Priority</th>
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<tbody>
<tr>
<td>2490</td>
<td>1</td>
<td>4270</td>
<td>M Caldwell</td>
<td>One-Time</td>
<td>2018</td>
<td></td>
<td></td>
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</table>

Name of Request: Remove GF Trf to Countywide EMS

Department Head Signature (Required on Hard Copy Submission)  Date: 10/31/17

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8351.130 Operating Transfer Out</td>
<td>($2,700,000)</td>
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</table>

| Request Total | ($2,700,000) |

1a. Description of request:
Remove transfer to Countywide EMS fund as a result of the passage of the EMS levy in 2016. This transfer is no longer needed.

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: The Honorable Jack Louws, County Executive

Through: Jon Hutchings, PW Director

From: Eric Schlehuber, Equipment Services Manager

Subject: 2018 Supplemental Budget Request- Supp ID#2018-2412

Date: October 6, 2017

Enclosed for your review and signature is a supplemental budget request for the Road Fund No. 108 in the amount of $85,000.

- **Requested Action**

  Public Works requests that the County Executive and County Council authorize a supplemental budget request for 2018 in the amount of $85,000 in the Road Fund No. 108. This would appropriate 2018 capital building funds to carryover part of the originally approved budget amount of $300,000 from 2017 funding for permitting, design and engineering and utility work in the amount of $85,000 to accommodate a free standing building rather than an addition to the existing vactor building and relocation of a gas line from under the soccer fields to along the Washke Road/Smith Road Central Shop entrance. It is anticipated that the building construction costs will be requested in the 2019/2020 biennium budget.

- **Background and Purpose**

  Funding was approved in 2017 for $300,000. Due to permitting, location change, increased design and engineering costs and relocating the main gas line to the Central Shop, carryover funding in the amount of $85,000 into 2018 is requested.

- **Funding Amount and Source**

  The supplemental budget request would be funded by the Road fund balance in the amount of $85,000.

Please contact me at extension 6405 if you have any questions or concerns regarding this request.
Supplemental Budget Request

Public Works

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
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</thead>
<tbody>
<tr>
<td>108</td>
<td>108100</td>
<td>Eric Schlehuber</td>
</tr>
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</table>

Expenditure Type: One-Time
Year: 2018
Add'l FTE: 
Add'l Space: 
Priority: 1

Name of Request: Increased funding for NPDES vapor truck building

Department Head Signature: [Signature]
Date: 10/6/17

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>7352.594430</td>
<td>$85,000</td>
</tr>
</tbody>
</table>

Request Total: $85,000

1a. Description of request:

ASR #2017-5630 was approved for $300,000 in 2017 to building a two bay building for NPDES vapor truck and supplies. Due to several significant permitting issues, increased design and engineering work and building location it has become necessary to make this a freestanding building (was originally going to be added onto the existing vapor building with only 3 walls required) and potential gas line relocation from under the soccer fields to along Washke Rd./Smith Road shop entrance. At this time $85,000 is requested to perform the permitting, design and engineering and utility work necessary for building construction in 2019/2020.

1b. Primary customers:

NPDES

2. Problem to be solved:

Due to permitting, existing code restrictions, engineering & design cost increases and building cost escalations from delaying it by one year, it will not be possible to complete this work in the year budgeted, 2017, and a carryover amount of $85,000 for 2018 for permitting, design and engineering and utility work is requested.

3a. Options / Advantages:

Rent off-site heated storage space. Not convenient nor practical due to crews dispatched out of the Central Shop.

3b. Cost savings:

None.

4a. Outcomes:

Final occupancy permit from PDS when building is completed in 2019/2020.

4b. Measures:

When building is complete.

5a. Other Departments/Agencies:

NPDES. Lack of heated storage space for NPDES vapor truck #357 which cost approx. $470K.

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

N/A

6. Funding Source:

Road fund balance.
MEMORANDUM

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

Through: Jon Hutchings, Public Works Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director
       Randy Rydel, Financial Services Manager

Date: October 25, 2017

Re: Supplemental Budget Request #2503 for the implementation of the 2018 Annual Construction Program

The enclosed Supplemental Budget Request #2503 grants expenditure authority to implement the approved Annual Construction Program (ACP) for 2018 based on the following schedule:

Total 2018 Annual Construction Program $16,280,000
   Previously budgeted within project based budgets (PBB) -6,700,000
   Previously budgeted wage and benefits -878,625
   Budget Lapse Factor -1,100,000

Remaining ACP to be budgeted $7,601,375

Current Budget Expenditure Request
   Prelim./Const. Engineering $2,066,375
   Right of Way Acquisition 370,000
   Contract and County Forces Construction 5,165,000

Expenditure Request Total $7,601,375

Federal Grant Funding -2,426,000

Net Request $5,175,375

Please contact Randy Rydel at extension 6217 with any questions.

cc: Brad Bennett
Supplemental Budget Request

Public Works

Expenditure Type: One-Time  Year 2  2018

Name of Request: Capital Road Budget 2018 - Eng/ROW/County Forces

Department Head Signature (Required on Hard Copy Submission)  Date: 10/26/17

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<td><strong>Request Total</strong></td>
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</table>

1a. Description of request:

This request authorizes expenditures for previously unbudgeted capital projects listed on the 2018 Annual Construction Program. It supplements existing budgets for preliminary/construction engineering, right of way acquisition, contract construction and county forces construction. This request does not fully fund the 2018 ACP. Public Works will come back for the remainder of ACP funding as it is necessary.

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:

Funding includes federal grants with the remainder from the Road Fund balance.
<table>
<thead>
<tr>
<th>Annual Program Item No.</th>
<th>6 Year Program Item No.</th>
<th>Project Name</th>
<th>Road #</th>
<th>Road Segment Information</th>
<th>Road Name</th>
<th>BMP</th>
<th>EMP</th>
<th>FFC</th>
<th>Project Length (mi.)</th>
<th>Project Type Code</th>
<th>Environmental Assessment</th>
<th>County Road Funds</th>
<th>Other Funds</th>
<th>Program Source</th>
<th>Right of Way</th>
<th>Construction</th>
<th>Estimated Expenditures Dollars</th>
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<td>R1</td>
<td>CRP #907001 Birch Bay Drive &amp; Pedestrian Facility</td>
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<td>Road Name: Birch Bay Drive From: Lola Lane To: Cedar Avenue</td>
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<td>FF</td>
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<td>R2</td>
<td>CRP #915009 Lake Whatcom Blvd. Water Quality Improvements</td>
<td>44120</td>
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<td>1.50</td>
<td>3R</td>
<td>P&amp;T</td>
<td>OR</td>
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<td>R3</td>
<td>CRP #016002 Horton Road, Northwest Drive to Aldrich Road</td>
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<td>Road Name: Horton Road From: Horton Road To: Aldrich Road</td>
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<td>R5</td>
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<td>CRP #910005 Bennett Drive</td>
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<td>Road Name: Bennett Drive From: Marine Drive To: West Bakerview Drive</td>
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<td>Road Name: Marine Drive From: Locust Avenue To: Alderwood Avenue</td>
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<td>R17</td>
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Supplemental Budget Request

Auditor

Supp'l ID #: 2392 Fund 109 Cost Center 10904 Originator: M Caldwell

Expenditure Type: One-Time Year 2 2018 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Record 2018 Elections wage & benefit settlement

[Signature]

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>
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1a. Description of request:

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: Debbie Adelstein, Auditor

Date: September 25, 2017

Re: Supplemental Budget Request - Ballot System

We are submitting a Supplemental Budget Request for 2018 to enable the Auditor’s Office to purchase a new ballot processing system. Our existing system is 12 years old and it is reaching its end of life. We are faced with failing processors, outdated operating systems, and technological challenges that will be cured by moving to a more current system. New software covers the spectrum of ballot creation, ballot reviewing in preparation for counting, ballot counting and producing results for both local use and for transmitting to the State. Further, the support capability on our existing system is almost non-existent.

The efficiencies that will be gained and the improved confidence in the work product clearly give us reason to make such a change at this time. Moving to a new system will also allow us to begin ballot processing much earlier (with our current system, state law prohibits us from scanning ballots until the Monday before the election). We would then be able to report on election night more ballot results than were possible before.

We have recently had presentations from vendors who are certified in the state and we solicited input from local interested parties who attended these demonstrations as well. The vendors' products were compared for functionality and pricing. This supplemental request is based on the results of those demonstrations.

If you have any questions, please feel free to contact me.
Supplemental Budget Request

Auditor

Supp'l ID # 2411  Fund 109  Cost Center 10904  Originator: Debbie Adelstein

Expenditure Type: One-Time  Year 2 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Ballot Processing System

X Debbie Adelstein  10/9/17

Department Head Signature (Required on Hard Copy Submission)  Date

Costs:

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<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<td>6510</td>
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<td>Software Maint Contracts</td>
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<td>7410</td>
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<td>Computer-Capital Outlays</td>
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</table>

1a. Description of request:

It is time to replace the 12 year old ballot processing system which we purchased with Federal HAVA funds. It is reaching its end of life and quite frankly the new ballot processing systems are far more developed since the time this was produced. We are faced with failing processors, outdated operating systems, and technological challenges that will be cured by moving to a more current system. New software covers the spectrum of ballot creation, ballot reviewing in preparation for counting, ballot counting and producing results for both local use and for transmitting to the State. The time has come to make this replacement/upgrade. We are also requesting to purchase a ballot sorting system which will provide time-saving efficiency in dealing with returned ballots as well as an electronic envelope opener. In addition, we need to purchase monitors for the new observer viewing system and for verification workstations. Breakdown is as follows:

- Counting Equipment - $288,000
- Ballot Sorting System - $90,425
- Envelope Opener - $12,000
- Observer/Verification Station Monitors - $7,100
- Software Maintenance Costs - $30,000 (overlap between new system and old system)
- Total - $427,525

1b. Primary customers:

Voters of Whatcom County, candidates, other interested individuals. We have included interested groups in our demonstrations and they are supportive of the recommendations being made.

2. Problem to be solved:

We are reaching end of life on the system we currently have, which has almost no support capability from the vendor and almost no one else in the state using it. It is time to install a current, state of the art system that will increase efficiency in operations and provide for more capabilities in reporting and in streamlining operations. The cost savings that will be created and the improved confidence in the work product clearly give us reason to make such a change at this time. Moving to a new system will also allow us to begin ballot processing much earlier (with our current system, state law prohibits us from scanning ballots until the Monday before the election). With the new system, the ballots begin to be processed the day they arrive into our office. No totals are processed until 8 p.m. but everything that is in house will be available to report on Election night.

Monday, October 09, 2017  Rpt: Rpt Suppl Regular
Supplemental Budget Request

3a. Options / Advantages:
We have recently had presentations from counting system vendors who are certified in the state and solicited input from interested parties who attended these demonstrations as well. We have selected a proposal and are ready to bring it forward for implementation in 2018. Three vendors were reviewed and we compared each to the other. We’ve checked references with those counties that are currently using the systems and analyzed what we think brings the best improvements for our use. We will be able to piggyback on the contracts of other counties for the counting system and will go out for bid on the ballot sorting system.

3b. Cost savings:
Savings will be realized by hiring less staff than we currently do for Opening Board activities (processing and preparing ballots) because much less manual review of the ballot to determine if it can be read by the scanners is required. Temp staff hours will also be saved by the procedure of reviewing corrections and over-votes on screen rather than our current process of duplicating ballots. Duplicating requires any ballot that has one or more corrections on it or any marks that might keep it from being scanned accurately to be hand copied to a clean ballot. This is a very time consuming process, not only in the duplication procedure, but tracking the ballots as well. In the 2016 Presidential election we duplicated 15,000 ballots. Conservatively, we estimate this will reduce the need for Opening Board hours by 50%, possibly more once the system is fully implemented. For the Presidential, that would equal a savings of $15,443. Further savings accrue from a much faster ballot design process (several hours compared to three or more days full time, plus the several days currently being spent setting up the Accessible Voting Unit); utilizing COTS (Commercial Off The Shelf) hardware with local or regional tech. support (our current system costs us $2,000 for an on-site tech. support call beyond the one preventative maintenance service we get each year). Annual maintenance is also lower, with our current system costing $34,000+, and the new proposed system costing $20,130 annually.

4a. Outcomes:
There will need to be some modifications to space in the basement, but an ideal situation would be installation of the new equipment and all supporting systems to be in place in early 2018. We’d like to be fully operational using the system for the primary and general elections in 2018.

4b. Measures:
Completion of all parts of the installation. We can track various projected improvements and report back to the administration and Council.

5a. Other Departments/Agencies:
AS-IT will need to be available to assist with installation on the system but we expect that to be fairly minimal. Otherwise there will be no other departments affected at this time.

5b. Name the person in charge of implementation and what they are responsible for:
Perry Rice for AS-IT

6. Funding Source:
Election Reserve Fund $200,000
General Fund $227,525

Monday, October 09, 2017
Supplemental Budget Request

Jail

Fund 118  Cost Center 118000  Originator: Wendy Jones

Expenditure Type: One-Time  Year 2 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Revenue Reduction 2018

Department Head Signature (Required on Hard Copy Submission)  Date

1a. Description of request:
This Supplemental Budget request is to reduce the 2018 anticipated revenue for jail services.

1b. Primary customers:
The Municipalities of Whatcom County and the Lummi Nation.

2. Problem to be solved:
Budget estimates for revenues generated from jail services were made in the summer of 2016. Since that time, several substantive changes have occurred in this revenue stream. These include:

* Imposition of a jail population cap for the Downtown Jail. A cap of 212 offenders was imposed due to increased concern regarding the life/safety issues with the physical plant of this facility.

* As a result of the population cap, our local municipalities and the Lummi Nation began using the Yakima County Jail to house offenders post 1st appearance. This has reduce the bed day use by approximately 45% by Misdemeanant and Tribal offender in our County jail and consequently significantly reduced revenues paid for both booking fees and bed days.

* Compounding the issue will be some essential construction work on the housing and support areas of the jail. This will lead to further population reductions as units are taken off line for either days or weeks at a time. While we are working on a contingency plan to increase staffing at the work center to accommodate somewhat higher security offenders at the Work Center, there is a limit to the type of offenders who can safely be housing there. We are anticipating a further reduction on our ability to provide jail bed services.

* There will be an increase in the per diem rate for jail beds. While this may off-set some of the revenue loss, it may also contribute to it. Contracting agencies may elect to expand their alternatives to incarceration as the per day cost of a jail bed increases.

* In addition, our 2 largest contract users, the City of Bellingham and the Lummi Nation, have expanded their use of alternative to incarceration programs. This has also reduced the bed day use for both short term sentenced offenders and for Misdemeanor offenders being held pre-conviction.

There will be a number of new factors effecting this revenue account in 2018, leading us to be more conservative in our estimation of revenues from this source. Unfortunately, some of those factors will lead to additional expenditures, due to the nature of the anticipated changes.

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

Jail

Suppl ID # 2387  Fund 118  Cost Center 118000  Originator: M Caldwell

Expenditure Type: Ongoing  Year 2  2018  Add'l FTE  Add'l Space  Priority 2

Name of Request: Record 2018 Corrections wage & benefit settlement

X  1/2/11  Date

Department Head Signature (Required on Hard Copy Submission)

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1a. Description of request:

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

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<td>Wendy Jones</td>
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**Expenditure Type:** Ongoing  
**Year:** 2  
**2018:**  
**Add'l FTE:** ✓  
**Add'l Space:** □  
**Priority:** 3

### Name of Request:

**Additional Corrections Deputies**

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

![Signature]

**Date:** 9/29/17

### Costs:

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### 1a. Description of request:

This Supplemental is for the addition of 5 new Corrections Deputies for the Sheriff's Office Corrections Bureau. The new Deputies will be used to increase staffing at the Work Center and the Downtown Jail in anticipation of the extensive retro-fitting and remodeling being planned for Corrections facilities, creating additional security and logistics issues.

### 1b. Primary customers:

Offenders housed in either of the 2 Corrections Facilities.

### 2. Problem to be solved:

A multi-year project has been started to address some of the safety issues with the downtown jail facility. This will involve closing housing units and moving offenders within the facility, between the downtown jail and the interim work center, and very probably, housing offenders at the Yakima County Jail. In order to accomplish these adjustments, additional Corrections Deputies are needed for transport, security and classification. The 5 additional Deputies will be needed if:

> The Interim Jail Work Center is temporarily repurposed for additional prisoner capacity, overflow or temporary holding.

> Due to facility reconfiguration, additional security measures will be necessary requiring additional floor deputies at the downtown jail.

> We anticipate, due to potential logistics issues, that increased transport and classification services will be needed. The need to move offenders within and between facilities more frequently, and create and manage the systems for integrating the building repairs and offender housing, needs including the use of the Yakima County Jail, will require additional staff. These positions will be used for everything from assisting in moving offenders from the Work Center to court or medical appointments, internal movement of offenders to different units within the Downtown jail, increased shakedowns due to the availability of...
additional contraband items, organizing the movement of offenders to and from Yakima County, and assisting with classification.

In order to meet the objective of keeping the Downtown Jail functioning until a new facility is constructed, these additional Corrections Deputies are needed. These positions could be moved to the new Jail facility when it is completed.

3a. Options / Advantages:

We have considered the following:
1) Not performing the repair work to the Downtown Facility.
2) Restructure the repair/remodel work in order to minimize the need to move offenders.
3) Significantly increasing Deputy overtime in order to provide coverage.
4) Shut down portions of the Downtown Jail and move significant numbers of both post and pre-trial offenders to Yakima.

The options listed above each have their own challenges.
1 & 2) Electing to either not do, or change the pace of, the repair work simply continues existing conditions. The Design2Last consultants have clearly outlined the risks involved in not performing the essential repairs needed to keep the Downtown Jail functional until such time as a new jail can be constructed. The preliminary logistical planning is focusing on coordinating the work of the various subcontractors in such a way as to control the need to move or re-house offenders, thus reducing both the chaos and the need to bring sub contractors back to the facility multiple times as the project moves forward.

3) Corrections Deputies already work a significant amount of overtime. The estimated dollar amount of that overtime for 2017 is $330,3410. Due to our lean staffing model, the length of time it takes to fill open positions, due in part to the increasing statewide demands for Corrections Deputies and the need to cover shifts for training, vacation, sick leave, etc., our overtime use is already high. This is a high intensity environment and the short and long term effects of working significant overtime over a period of time can range from increased illness for the Deputies to impairment in decision making at work and adverse effects on their home life.

4) The vast majority of our sentenced offenders are either sent to the Department of Corrections, sentenced and then immediately released or moved to jail alternative programs. The effect of moving pre-trial offenders to Yakima would be felt throughout the local criminal justice system. Defense attorneys would have to try and maintain contact with their clients between court appearances, offenders would be required to move back and forth to Yakima for court appearances, technology systems would most likely need to be installed to allow for video hearings, and the County would need to at least consider contracting with lawyers in Yakima to provide immediate access to an attorney. Families would be challenged by having to go to Yakima to visit, and the coordination needed to organize and make this effective would be significant. While these same issues are currently being managed by our Courts of Limited Jurisdiction, the breadth of such a program for the County, in order to make any meaningful difference in the population, would be significantly greater in terms of numbers and complexity. We do not have sufficient staff currently to take on such a process.

3b. Cost savings:

There are no quantifiable cost savings. The potential savings, based on liability issues connected with each option, could be significant.

4a. Outcomes:

By the end of the 2nd quarter of 2018, all new Corrections Deputies will have completed their hiring process and be moving forward in their In-house training program.

4b. Measures:

If all the positions are filled by 06-30-2018.

5a. Other Departments/Agencies:

Other departments that will be impacted will be County Human Resources, as they assist with the screening and hiring of new Corrections Deputies.
5b. Name the person in charge of implementation and what they are responsible for:
HR Representatives Shara Struiksma and Bea Aclund (in her position as the Civil Service Examiner)

6. Funding Source:
Jail sales tax fund
Supplemental Budget Request

Jail

Fund 118 Cost Center 118000 Originator: Wendy Jones

Expenditure Type: One-Time Year 2 2018 Add'l FTE Add'l Space Priority 3

Name of Request: New Corrections Deputies one time expenses

X

Department Head Signature (Required on Hard Copy Submission) Date 9/29/17

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1a. Description of request:
This Supplemental will provide the funds to outfit 5 new Corrections Deputies with uniforms, supplies, and a weapon.

1b. Primary customers:
The new Corrections Deputies

2. Problem to be solved:
New Corrections Deputies need to be provided with uniforms, equipment such as duty belts, initial uniforms, handcuffs, radios, and firearm. These are one time expenditures and are supplied in compliance with the Corrections Collective Bargaining Agreement. This supplemental is to cover the increase in cost for initial issue. The cost for a single Deputy for these items is $4,188.

3a. Options / Advantages:
Required by bargaining agreement.

3b. Cost savings:
There are no savings.

4a. Outcomes:
Within the first 2 weeks, a Corrections Deputy will be assigned all of the items with the exception of a handgun. That will be issued when the Deputy takes and passes the initial Firearms training class. The Deputies FTO (Field Training Officer) will make sure the Corrections Deputy has been issued her/his items.

4b. Measures:
The check-off list will be signed off and placed in the Deputy's training file.

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:
Jail Sales Tax Fund

Friday, September 29, 2017

Rpt: Rpt Suppl Regular

322
1a. Description of request:
This Supplemental will provide funding for the administrative hiring processes. This includes:
   Background Investigation
   Psychological Examination
   Physical Examination
   Eye Examination.

The cost covers the expense for 5 new Corrections Deputy and a new support position that will be functioning as a Liaison between the Courts and Jail Alternatives.

1b. Primary customers:
Sheriff's Office Administrative staff. These services are to provide information that will effect hiring decisions.

2. Problem to be solved:
In order to hire employees in the Sheriff's Office, a number of additional steps have to be taken as part of the overall process. These include full background investigations, Psychological examinations, Physical Examinations and Eye Examinations. All of these functions have been outsourced to private vendors and/or practitioners, as the Sheriff's Office does not have either the staff or the expertise to conduct these portions of the hiring process.

3a. Options / Advantages:
There are no other options at this time.

3b. Cost savings:
Long-term, the testing and investigations improve our hiring process by excluding individuals who are not appropriate for work in Corrections, thus reducing the risk to the County for negligent hiring.

4a. Outcomes:
Hard copy reports for each area are obtained and reviewed at each step to determine if a candidate is appropriate to be moved forward to the next step or for hiring. If they are not, the process is stopped at the point, saving on the expense of the subsequent steps.

4b. Measures:
Written reports are generated and forwarded to the Sheriff's Office Administrative staff. Success will be determined by either screening out inappropriate applicants or hiring individuals who have passed all of the screening.

5a. Other Departments/Agencies:
N/A
Supplemental Budget Request

Status: Pending

Jail

Fund 118  Cost Center 118115  Originator: Wendy Jones

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

6. Funding Source:
   Jail Sales Tax Fund
1a. **Description of request:**

This amount covers the cost for 5 new Deputies attending the Corrections Officer Academy, which is a requirement under Washington State Law. The Washington State Legislature determined that Counties would have to cover this cost, beginning in 2016. Our current 2018 budget does provide funds for staff replacement, but did not anticipate the hiring of the additional 5 positions we are requesting under Supplemental 2398.

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

Jail

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Expenditure Type: One-Time  Year 2 2018  Add'l FTE  Add'l Space  Priority 9

Name of Request: New Dishwasher

X

Department Head Signature (Required on Hard Copy Submission)  Date

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1a. Description of request:

This supplemental is to provide funding for replacing the current dishwasher in the Downtown jail. Facilities has notified me of an increasing amount of repairs that are having to be done on the machine and have determined it needs to be replaced. Originally the request was made for this year, however after some discussion, they have decided they can probably keep it going until 2018. The amount listed on their initial estimate has been increased by a small amount to cover any changes in cost or local sales tax between 2017 and 2018. It is essential that we have a way of cleaning and sanitizing meal trays.

1b. Primary customers:

Offenders at the Whatcom County Jail.

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:

Friday, September 29, 2017

Rpt: Rpt Suppl Regular
Supplemental Budget Request

Jail

Supp#ID # 2409  
Fund 118  
Cost Center 118000  
Originator: Wendy Jones

Expenditure Type: Ongoing  
Year 2  
2018  
Add'l FTE  
Add'l Space  
Priority 10

Name of Request: GED Contract Increase

X

Department Head Signature (Required on Hard Copy Submission)  
Date

Costs:

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1a. Description of request:

This supplemental request is to increase funding for the Corrections GED program. We have contracted with Whatcom Community College for over 20 years to provide basic education classes to the offenders; first at the Downtown Jail, and then expanding to include the Work Center. WCC has supported this program at the same rate for the past 7 years, despite increasing wages for the instructor. In this same time period, the number of offenders participating in the program has increased 89%, with the largest increase, 129%, occurring between the 2015-2016 and the 2016-2017 school years.

This program assists offenders in moving back into the community. Approximately 70-75% of the offenders in jail do not have a high school diploma or a GED, presenting a major obstacle in finding a job. The work they start in the jail can, and frequently does, continue once they are released. Last year approximately 42% of the offenders who started their GED preparation classes here continued them once they were back in the community. With the increasing emphasis on factors which can reduce incarceration, basic education classes have been shown to be among the most effective. Funding this Supplemental will allow us to continue the program into the future.

1b. Primary customers:

Offenders seeking to earn their GED certification.

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

Jail

Fund 118  Cost Center 118000  Originator: Wendy Jones

Expenditure Type: One-Time  Year 2  2018  Add'l FTE  Add'l Space  Priority 5

Name of Request: Overtime

X

Department Head Signature (Required on Hard Copy Submission)  Date

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| 6289            | Unemployment-Interfund | $81
| Request Total   |                    | $74,956          |

1a. Description of request:
The funds from this Supplemental will be used to cover overtime for Corrections Deputies. It is anticipated that even if the additional Deputies requested in Supplemental 2398 is granted, overtime will be needed to cover increases in training in 2018 and to manage the logistics associated with the repair work in the Downtown Jail, slated to start in 2018.

1b. Primary customers:
Offenders housed in one of the two Corrections Facilities.

2. Problem to be solved:
Due to the lean staffing model that has been in place for years in the Corrections Bureau, coverage of most training and leaves are done with overtime. Most recent impacts have included expansion of the medical training to include the evaluation of the need for and the administration of Narcan for individuals who have overdosed on opiates, additional training on medical and mental health screening, PREA (Prison Rape Elimination Act) regulations, civil disturbance responses, use of less lethal responses, and firearms training. Unlike law enforcement officers, the state does not provide basic firearms training for Corrections Deputies so it must be done in-house. We have also seen a steady increase in overtime used to cover court appearances, shakedowns in the facilities and with our cooperative transport system. As the Department of Social and Health Services has increased the locations for mental health restoration services, our transport Deputies are routinely going to Chehalis to drop off or pick up our offenders who have been receiving treatment.

With the added factor of the beginning of the repair construction projects in the Downtown jail, the demands on staff are going to increase significantly. Part of the planning process for these projects has been the recognition of the need for more staff and more overtime resources to be in place as the project begins and is refined. As it is with other large physical plant projects on old and failing buildings, we need to plan for the unexpected. Approval of this supplemental is part of that planning.

3a. Options / Advantages:
Other options considered have included:
1) Moving funding from other portions of the budget. When the 2017-2018 budget was constructed, it was anticipated that there would be increases in items such as meal costs, medical costs, and salaries. The funds currently allocated within the 2018 budget are already dedicated to other items and are not available to cover Overtime increases.
2) Cut back on overtime: As mentioned previously, the OT is being used to cover essential services only.
We cannot simply not fill a position because someone calls in sick. There are established minimum staffing levels for both facilities. Those are tied to levels of supervision and tasks that have to be completed. The training we are supplying is in areas that are both mission critical and essential for Deputies to safely do their jobs.

3) Hire more staff. Please see Supplemental # 2398,

3b. Cost savings:

On an immediate basis, there are no cost savings. Over the long term, well trained Deputies make significantly fewer critical errors, reducing liability exposure for the County.

4a. Outcomes:

As of January 1, 2018, there will be sufficient funding available for the overtime needed throughout the year.

4b. Measures:

Monthly tracking of overtime expenditures.

5a. Other Departments/Agencies:

N/A

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

M/A

6. Funding Source:

Jail Sales Tax Fund.
Supplemental Budget Request

Jail

Suppl ID # 2413  |  Fund 118  | Cost Center 118160  | Originator: Wendy Jones

Expenditure Type: One-Time  |  Year 2 2018  | Add'l FTE □  | Add'l Space □  | Priority 8

Name of Request: Medical Labs

Department Head Signature (Required on Hard Copy Submission)  |  Date 9/29/17

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1a. Description of request:
This supplemental will provide the funding for diagnostic Lab tests for offenders housed at both of the Corrections Facilities.

1b. Primary customers:
Offenders with medical issues who are incarcerated at either the Downtown Jail or the Work Center.

2. Problem to be solved:
In 2017 there was a major change in Medicaid funding for medical payments for offenders. Until earlier this year, we have been allowed to bill Medicaid for medical testing for offenders who had a valid medical coupon. Coupons were valid in the month for which they were issued. This translated to if an offender was issued their medical coupon on the 1st of the month, were arrested on the 3rd of the month and needed lab tests done sometime within that same month, Medicaid would cover the costs. That has now changed. As soon as an offender is incarcerated their Medicaid status is suspended, and we can no longer use Medicaid to cover the cost of diagnostic tests. This has lead to an increase in costs to Whatcom County from approximately $2000.00 to approximately $5900 a month. There are insufficient funds budgeted in the 2018 budget to cover these increases.

3a. Options / Advantages:
Lab rates are fairly standard across companies providing this service and we are able to leverage language in Washington State law to be billed at Medicaid rates. This helps keep the costs lower than they would be otherwise. However, given the changes in Washington regulations, there are no other funding services available to us.

3b. Cost savings:
There are no cost saving associated with this Supplemental.

4a. Outcomes:
There will be adequate funding for essential medical tests.

4b. Measures:
Lab bills are monitored monthly by the Jail's medical billing clerk, and the budget status is reviewed every month by Jail Administration.

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:
Jail Sales tax fund.

Friday, September 29, 2017
Supplemental Budget Request

Jail

Supp'l ID # 2414  Fund 118  Cost Center 118000  Originator: Wendy Jones

Expenditure Type: One-Time  Year 2018  Add'l FTE □  Add'l Space □  Priority 6

Name of Request: Yakima Contracted Jail Beds

Department Head Signature (Required on Hard Copy Submission)  Date 9/29/17

Costs:

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</table>

1a. Description of request:

This Supplemental Budget request is to have funding available to pay for contracted jail beds at the Yakima County Jail.

1b. Primary customers:

Offenders who are in custody in one of the Whatcom County Corrections Facilities.

2. Problem to be solved:

Beginning in 2018 the Downtown jail will be undergoing some significant repairs to the facility. We are anticipating the need to take entire housing units down in order for the work to be done. While we will be utilizing techniques that have been effective for us in the past to manage the housing logistics with the existing Corrections facilities, we are anticipating that we may need to utilize beds at Yakima County, starting mid-year 2018. The amount included in this supplemental would provide for up to 300 days a month for 6 months at a per diem of 57.20, with additional funds included to pay for any health care that may be needed. Any funds not used for this purpose would be returned to the Jail Sales tax fund at the end of the year.

3a. Options / Advantages:

1) Relocate offenders from the Downtown Jail to the Work Center: We will be doing this to some extent, however, the Work Center is not constructed to hold more serious offenders and higher security cells may be needed.

2) Contract with another jail: We have investigated this possibility. There are very few other jails willing to contract for jail beds, as many of them are themselves struggling with high populations. In addition the per diem costs for those facilities are significantly higher than Yakima County.

3) Use the Yakima beds for our sentenced offenders, opening some additional beds for the Municipalities. This would provide additional off-setting revenue via the Municipalities use of our jail beds. While this is still an option, between 80-90% of our sentenced offenders are either in one of the jail alternatives programs, work as an Inmate worker, are sent to Prison within 5 days of being sentenced, or are on pre-trail status, go to court and are then released as time served the same day they are sentenced. This leaves very few sentenced Whatcom County Offenders to transfer to Yakima. Additionally, since approximately 56 % of bed days are currently used by Whatcom County, it is more likely that making additional beds available would result in more Whatcom County offenders vs offenders from one of our Municipal or Tribal partners.

3b. Cost savings:

Contracting with Yakima County will be less expensive than contracting with either SCORE or, possibly, Snohomish County. It will, however, add to the net cost of the Corrections Bureau.

4a. Outcomes:

Beds will be available for transfer when they are needed. We anticipate this won't be until approximately...
mid-year 2018, due to the status of the planning process for the repairs.

4b. Measures:
We will be tracking overall jail bed day use in addition to daily population counts and jail population configuration.

5a. Other Departments/Agencies:
Yakima County. They have agreed to enter into a contract with us to use their jail beds on an "as needed" basis. That contract was approved by the Whatcom County Council on 09/12/2017.

5b. Name the person in charge of implementation and what they are responsible for:
Administrator Ed Campbell. Director Campbell oversees the running of the jail services for Yakima County.

6. Funding Source:
Jail Sales Tax Fund.
Supplemental Budget Request

Jail

Suppl ID #: 2495   Fund 118   Cost Center 118000   Originator: M Caldwell

Expenditure Type: One-Time   Year 2   2018   Add'l FTE   Add'l Space   Priority 1

Name of Request: Increase in General Fund trf to Jail

X

Department Head Signature (Required on Hard Copy Submission)   Date

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<tr>
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1a. Description of request:

Increase in General Fund transfer to Jail to cover per diem revenue reduction and increased costs of additional FTEs and other supplemental requests. Companson supplemental to #2483 Increase General Fund transfer to the Jail.

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:

Friday, October 27, 2017
Supplemental Budget Request

Administrative Services

<table>
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Facilities Management

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Name of Request: Replace Thermostatic Mixing Valves - Jail

Department Head Signature: [Signature]

Date: 1/21/17

Costs:

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1a. Description of request:

This ASR will replace the Thermostatic Mixing Valves for the Main Jail and the Jail Alt's building (the Jail Alt's which also serves the Triage Center).

1b. Primary customers:

This is a code and safety requirement to maintain the hot water temperatures below 120 degrees. This replacement will serve the public, inmates, employees and the triage clients.

2. Problem to be solved:

The current mixing valves continue to fail. The most recent failure was discovered by the Department of Health and we are required to present a plan to correct this issue. By replacing these valves we will be updating our mixing valves to a much more reliable system and greatly reducing the failures that we have been experiencing.

3a. Options / Advantages:

There are no other options for this repair. The Main Jail system is 35 years old and the Jail Alt's is 12 years old.

By replacing this system with a current digital system we will increase the reliability of our hot water system to maintain code requirements.

3b. Cost savings:

The only cost savings would be to avoid monetary sanctions for code violations.

4a. Outcomes:

Once the replacement is completed the hot water systems in these buildings will be much more stable.

4b. Measures:

When a new reliable system is installed and the temperatures are stabilized.

5a. Other Departments/Agencies:

This request will create a much more reliable hot water system for the Main Jail, Jail Alt's and the Triage facilities.

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

Michael Russell, Facilities Management

6. Funding Source:

General Fund transfer
Supplemental Budget Request

Administrative Services

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Facilities Management

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<tr>
<td>Michael Russell</td>
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Expenditure Type: One-Time

Year: 2018

Add'l FTE: ☐
Add'l Space: ☐
Priority: 1

Name of Request: Main Jail Security Electronics Hardware Refresh

Department Head Signature:

[Signature]

Date: 16/27/17

Costs:

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Request Total: $0

1a. Description of request:

To insure safe and dependable operation – Security hardware needs to be refreshed every 5 years. There are many components with finite life span both for operations and replacement availability. The software, programming and configuration are usually still applicable, and so can be upgraded into the new hardware.

The Main Jails controls were commissioned in 2011. The equipment was purchased a full year before for development – therefore the equipment at this facility is approaching 8 years old. Equipment with power supplies, spinning media and other electronics is not considered dependable at this age.

1b. Primary customers:

All employees, contract employees, inmates and visitors to the Main Jail.

2. Problem to be solved:

The Main Jails controls were commissioned in 2011. The equipment was purchased a full year before for development – therefore the equipment at this facility is approaching 8 years old. Equipment with power supplies, spinning media and other electronics is not considered dependable at this age.

3a. Options / Advantages:

There are no other options for this refresh. These are computers and they are used. To insure life safety of the operation of the Main Jail the computers need to be refreshed.

3b. Cost savings:

This will insure the life safety aspect of the controls as well as continued operation of the Main Jails control system.

4a. Outcomes:

This will insure the life safety aspect of the controls as well as continued operation of the Main Jails control system.

4b. Measures:

When the system is refreshed.

With a reliable control system for the Main Jail

5a. Other Departments/Agencies:

Yes, The Main Jail

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

Michael Russell, Facilities Management

6. Funding Source:

General Fund transfer to Jail Fund and then partial recovery through per diems

Friday, October 27, 2017
Supplemental Budget Request

Administrative Services

Supp'ID #: 2441  Fund 118  Cost Center 118000

Facilities Management

Originator: Michael Russell

Expenditure Type: One-Time  Year 2 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: JWC Security Electronics HW Refresh/Addtl Cameras

X  10/27/17
Department Head Signature (Required on Hard Copy Submission)  Date

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1a. Description of request:

To insure safe and dependable operation – Security hardware needs to be refreshed every 5 years. There are many components with finite life span both for operations and replacement availability. The software, programming and configuration are usually still applicable, and so can be upgraded into the new hardware.

The Work Center controls were commissioned in 2006. The equipment was purchased a full year before for development – therefore the equipment at this facility is approaching 12 years old. Equipment with power supplies, spinning media and other electronics is not considered dependable at this age.

The intercom system, PLC and PC’s for the door controls were replaced 2 years ago. However, the CCTV systems are original and past its end of life and parts are no longer available. The type of CCTV system on site is no longer used in the industry and a digital video system is recommended as the replacement.

1b. Primary customers:

All employees, contract employees, inmates and visitors to the Work Center.

2. Problem to be solved:

The Work Center controls were commissioned in 2006. The equipment was purchased a full year before for development – therefore the equipment at this facility is approaching 12 years old. Equipment with power supplies, spinning media and other electronics is not considered dependable at this age.

3a. Options / Advantages:

There are no other options for this refresh. These are computers and they ware out. To insure life safety of the operation of the work Center the computers need to be refreshed.

3b. Cost savings:

This will insure the life safety aspect of the controls as well as continued operation of the Work Center control system.

4a. Outcomes:

This will insure the life safety aspect of the controls as well as continued operation of the Work Center control system.

4b. Measures:

When the system is refreshed.

With a reliable control system for the Work Center.

5a. Other Departments/Agencies:

Yes, The Work Center

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

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Michael Russell, Facilities Management

6. **Funding Source:**
   General Fund transfer to Jail Fund and then partial recovery through per diems

Friday, October 27, 2017
Supplemental Budget Request

Status: Pending

Health Human Services

Supp#ID # 2388 Fund 122 Cost Center 122100 Originator: Patty Proctor

Expenditure Type: One-Time Year 2 2018 Add'l FTE □ Add'l Space □ Priority 1

Name of Request: Reduction in funding estimate for Homeless Housing

Department Head Signature (Required on Hard Copy Submission)

X

Date 9/29/17

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Request Total $84,041

1a. Description of request:

The current trend in revenues for the document recording fees is falling under estimates. This is a reduction in the original forecast for revenues and a corresponding adjustment to expense.

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:

Document Recording Fees
Supplemental Budget Request

Health

<table>
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<tr>
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Name of Request: Reduction in forecast for revenues in Doc Rec Fees

Department Head Signature (Required on Hard Copy Submission)

X

Date: 9/30/17

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Request Total: ($84,041)

1a. Description of request:

The current trend in revenues for the document recording fees is falling under estimates. This is a reduction in the original forecast for revenues and a corresponding adjustment to expense.

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

Health

Human Services

Status: Pending

Suppl ID # 2399

Fund 122  Cost Center 122600  Originator: Patty Proctor

Expenditure Type: One-Time  Year 2 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Dept of Commerce HEN grant increase

X

Regina A. DeLaune

Department Head Signature (Required on Hard Copy Submission)  Date  9/29/17

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Request Total $0

1a. Description of request:

The new contract with the State of Washington Department of Commerce included a small increase to the Housing and Essential needs funding. This supplemental increases the revenue and the expense for this pass through grant.

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:

Washington State Department of Commerce, Housing and Essential Needs grant.
Supplemental Budget Request

Status: Pending

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<td><strong>Originator:</strong> Patty Proctor</td>
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**Expenditure Type:** One-Time  
**Year:** 2018  
**Add'l FTE:** ☐  
**Add'l Space:** ☐  
**Priority:** 1

**Name of Request:** 2018 Emergency Solutions Grant Amendment

![Signature]

**Department Head Signature (Required on Hard Copy Submission)**  
**Date:** 9/29/17

<table>
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**1a. Description of request:**

The Emergency Solutions grant provides support for the housing programs. A new contract was received 7/1/2017 and included an increase of 43% from the prior grant period. This supplemental increases the budget to the new funding level. The grant includes an 8% administration rate.

**1b. Primary customers:**

Homeless and low income residents.

**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:**

Washington State Department of Commerce
Supplemental Budget Request

Superior Court

Fund 124  Cost Center 124200  Originator: David Reynolds

Expenditure Type: Ongoing  Year 2 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Extra Help CDP, Training, Client Incentives

X

Department Head Signature (Required on Hard Copy Submission)  Date 10-13-17

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1a. Description of request:
The Incarceration Reduction and Prevention Task Force has recommended a part time Chemical Dependency Professional be hired to allow expanding Adult Drug Court. This position will free up the Drug Court Coordinator’s time and allow them to focus on program expansion.

The increase of $15,000 also provides adequate annual training for all drug court personnel.

$1,750 will provide incentives for Drug Court Clients

1b. Primary customers:
Drug Court Clients

2. Problem to be solved:
Drug Court's Coordinator spends a large amount of time doing the work of a Chemical Dependency Professional, which doesn’t allow time for program development and expansion. In order to increase the capacity of Drug Court, the Coordinator’s time needs to be freed up to work on such acuities.

Staff need regular and annual training to stay up to date on latest trends and best practices in drug court and the chemical dependency arena.

Adequate incentives are a key component to a successful drug court program.

3a. Options / Advantages:
We have looked at a number of other options, and this is the best at this time as it allows for expansion and growth without increasing Drug Court's expenses significantly.

Current training funds have been inadequate to assure staff are up to date, as well as needed continuing education credits to maintaining cerification.

3b. Cost savings:
There are no specific savings at this time.

4a. Outcomes:
Free up coordinator’s time to focus on drug court expansion
Supplemental Budget Request

Superior Court

<table>
<thead>
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<th>SuppID #</th>
<th>Fund</th>
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<td>124200</td>
<td>David Reynolds</td>
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**Status:** Pending

**4b. Measures:**
CDP is hired.

**5a. Other Departments/Agencies:**
Impact on the Prosecutor’s Office, Public Defender, and Superior Court.

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

**6. Funding Source:**
1/10 Mental Health dollars
Supplemental Budget Request

Status: Pending

Superior Court

Suppl ID #: 2362  Fund 124  Cost Center 124200  Originator: M Caldwell

Expenditure Type: One-Time  Year: 2018  Add'l FTE [ ]  Add'l Space [ ]  Priority: 1

Name of Request: Record 2018 Drug Ct wage & benefit settlement

X

Department Head Signature (Required on Hard Copy Submission)  Date: 1/27/17

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1a. Description of request:

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**

**Non-Departmental**

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**Expenditure Type:** One-Time  
**Year:** 2018  
**Add'l FTE:** No  
**Add'l Space:** No  
**Priority:** 1

**Name of Request:** 2018 EMS Service Agreements

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**Department Head Signature (Required on Hard Copy Submission)**  
**Date:** 10/21/17

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**Costs:**

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<td>4342.2100</td>
<td>Emergency Medical Services</td>
<td>$300,000</td>
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<td>4361.1100</td>
<td>Investment Interest</td>
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<td>6110</td>
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<td>6210</td>
<td>Retirement</td>
<td>$21,800</td>
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<td>6230</td>
<td>Social Security</td>
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<td>6255</td>
<td>Other H&amp;W Benefits</td>
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<tr>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
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<td>Unemployment-Interfund</td>
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<td>6320</td>
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<td>Fuel-Interfund</td>
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<tr>
<td>6510</td>
<td>Tools &amp; Equip</td>
<td>$20,000</td>
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<td>6625</td>
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<td>6630</td>
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<td>6780</td>
<td>Travel-Educ/Training</td>
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<td>Equip Rental-ER&amp;R</td>
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<td>7210.001</td>
<td>Intergov Prof Svcs</td>
<td>$271,259</td>
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<td>Intergov Prof Svcs</td>
<td>$1,117,230</td>
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<td>7220</td>
<td>Intergov Subsidies</td>
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<td>8110</td>
<td>State Timber Sales</td>
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<tr>
<td>8301</td>
<td>Operating Transfer In</td>
<td>$2,700,000</td>
</tr>
</tbody>
</table>

**Request Total**  
($2,448,682)

---

1a. **Description of request:**

Per the adopted EMS funding plan, this supplemental:

- adds an EMS administrator and vehicle for 12 months
- adds an administrative assistant for 12 months

**Tuesday, October 17, 2017**

Rpt: Rpt Suppl Regular
Supplemental Budget Request

Non-Departmental

Supp ID # 2481  Fund 130  Cost Center 130100  Originator: T. Helms

adds office supplies, training allowance, fuel and ER&R expenses

This budget supplemental covers the 2018 ALS Service increases both ALS providers:
Bellingham Fire Department: $1,643,489. (for 3 ALS units and EMS 1)
Fire Protection District No.7: $271,259. (for 1 ALS Unit)

Reimburses Fire Districts, 4, 11 and 16 for local lost levy amounts due to passage of the countywide levy.

Professional Services: $100,000. Medical Program Director for 2017 and 2018 ($50k/yr.)

Contractual Services: $145,000. EPCR annual maintenance $125k/yr. Plus $20k for the Equipment Exchange Program (durable equipment exchanged between service providers; gurney replacement/repair, air splints, etc.)

Lastly, the 2018 budget included a General Fund contribution of $2,700,000 in the event the EMS Levy did NOT pass. The levy was successful and the operating transfer out from the GF is being returned.

1b. Primary customers:

2. Problem to be solved:

The new EMS Levy allowed for increased ALS service fees for the ALS providers. As a result new contracts have been developed to increase the ALS service fees per the adopted EMS Funding Work Group Budget.

With the acquisition of a new countywide Electronic Patient Care Reporting (EPCR) system, the EMS Oversight Board approved ongoing maintenance costs of $125k annually for the maintenance of the new EPCR system.

The countywide EMS system has utilized an Equipment Exchange program for the benefit of agencies transporting patients. Durable supplies are exchanged throughout the system on a 1:1 basis. The County will reimburse those supplies up to $20k/annually which are not included in the ALS service agreements.

These biennium adjustments include expenses in the approved EMS budget:
EMS Administrator wages
EMS Administrative Assistant wages
travel, training and ER&R
lost levy reimbursements to Fire Districts, 4, 11 & 16.

3a. Options / Advantages:

This budget supplemental adjusts the EMS budget according to the approved EMS Funding Work Group budget as afforded through the EMS Levy.

3b. Cost savings:

New service contracts have been developed for each of the ALS providers. New ALS service fees were included as a result of the successful EMS Levy.

4a. Outcomes:

Budget authority will be aligned with new approved EMS budget.

4b. Measures:

5a. Other Departments/Agencies:

No

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

N/A

Rpt: Rpt Suppl Regular

Tuesday, October 17, 2017

346
6. Funding Source:
   EMS Levy Tax Collection
Supplemental Budget Request

Status: Pending

Expenditure Type: One-Time
Year: 2018
Add'l FTE: No
Add'l Space: No
Priority: 1

Name of Request: Solid Waste Fund Adjustments

Department Head Signature (Required on Hard Copy Submission)

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>4318.4500</td>
<td>Solid Waste Disposal Tax</td>
<td>($472,000)</td>
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<tr>
<td>6190</td>
<td>Direct Billing Rate</td>
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<td>6320</td>
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<td>Fuel-Interfund</td>
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<tr>
<td>6510</td>
<td>Tools &amp; Equip</td>
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<td>Software Maint Contracts</td>
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<td>Telephone</td>
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<td>7110</td>
<td>Registration/Tuition</td>
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<td>7190</td>
<td>Other Miscellaneous</td>
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<tr>
<td>8351.5015</td>
<td>Operating Transfer Out</td>
<td>($122,027)</td>
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Request Total: ($414,961)

1a. Description of request:

The request adds the approved increased revenue resulting from the recent amendment to the solid waste ordinance. Due to the changes in funding source for these activities, the request transfers expenses from fund one to the Solid Waste fund 140. There is an increase of $20,000 in tools and equipment to purchase new trash cans for Birch Bay. The current ones are old and breaking.

1b. Primary customers:

2. Problem to be solved:

The State of Washington has not passed a capital budget for the biennium. As a result, an enforcement program that was funded by a grant has not been received.

3a. Options / Advantages:

The grant did not fully fund the program. It was also funded with match funding from the Solid Waste fund as well as some general fund. Now that the Solid Waste fund has been moved to the Health Department, it no longer is necessary to keep the enforcement programs separate from the infrastructure programs.

3b. Cost savings:

4a. Outcomes:
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Health</th>
<th>Environmental Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suppl ID # 2379</td>
<td>Fund 140</td>
</tr>
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</table>

**4b. Measures:**

**5a. Other Departments/Agencies:**

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

**6. Funding Source:**
   - Solid Waste Fund
# Supplemental Budget Request

**Status:** Pending

<table>
<thead>
<tr>
<th>Health</th>
<th>Environmental Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supp ID # 2384</td>
<td>Fund: 140 Cost Center: 140309 Originator: Patty Proctor</td>
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</tbody>
</table>

**Expenditure Type:** One-Time  
**Year:** 2018  
**Add'l FTE:** □  
**Add'l Space:** □  
**Priority:** 1

**Name of Request:** Increased funding for Litter Control

<table>
<thead>
<tr>
<th>Department Head Signature (Required on Hard Copy Submission)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>9/21/17</td>
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**Costs:**

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<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>4334.0314</td>
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<td>($7,250)</td>
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<td>669</td>
<td>Other Services-Interfund</td>
<td>$6,266</td>
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</tbody>
</table>

**Request Total:** ($984)

---

1a. Description of request:

The State of Washington awarded a litter control grant to the Health Department which included an increase in funding from the previous contract. The funding is used for highway Adopt-A-Road program and the correctional crew response to illegal dumping and litter clean up along County roads, parks and beaches.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

Additonal funding will allow for increase cleanup.

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:

State of Washington Department of Ecology
Supplemental Budget Request

Non-Departmental

Suppl ID # 2466  Fund 141  Cost Center 14100  Originator: Tawni Helms

Expenditure Type: One-Time  Year 2 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Increased Tourism Projects 2018

X  

Department Head Signature (Required on Hard Copy Submission)  Date 10/27/17

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
<tr>
<td>6610</td>
<td>Contractual Services</td>
<td>$78,000</td>
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</table>

Request Total $78,000

1a. Description of request:
In the fall of 2017, the Lodging Tax Advisory Committee (LTAC) held a meeting to review 2018 funding applications/proposals and determine 2018 funding allocations. After careful review and consideration of the applications and presentations, the LTAC unanimously approved funding awards (with a 5% contingency) in the amount of $702,975.

1b. Primary customers:
Residents of, and visitors to Whatcom County

2. Problem to be solved:
Based on projected revenue the 2017-2018 Lodging Tax budget was set at $625,000 for each year. 2017 revenue is projected to be $650,000, which allows for increased budget allocations.

3a. Options / Advantages:
Reduce the funding awards. Increased funding will allow for greater tourism opportunities which will ultimately benefit the community at large as well as the Lodging Tax Fund.

3b. Cost savings:
n/a

4a. Outcomes:
Funding will increase tourism through expanded programming and new offerings.

4b. Measures:
Each Lodging Tax Funding recipient is responsible for submitting year end reporting that includes numbers of tourists attracted to their event, how many stayed overnight and distance traveled.

5a. Other Departments/Agencies:
No

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

6. Funding Source:
Lodging Tax Fund
Supplemental Budget Request

Prosecuting Attorney

Suppl ID # 2364  Fund 142  Cost Center 14200  Originator: M Caldwell

Expenditure Type: One-Time  Year 2 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Record 2018 Victim Witness Fund wage & benefits

X

Department Head Signature (Required on Hard Copy Submission)  Date: 6/27/17

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>6110</td>
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1a. Description of request:

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**

**Planning & Development Services** | **Administration**
---|---
| Supp't ID #: 2383 | Fund 175 | Cost Center 17550 | Originator: M Caldwell
Expenditure Type: One-Time | Year 2 2018 | Add'l FTE □ | Add'l Space □ | Priority 1

**Name of Request:** Record PDR 2018 wage & benefit settlement

![Signature]  

department Head Signature (Required on Hard Copy Submission)  Date: 6/21/17

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
<td>$2,792</td>
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**Request Total** | $2,792 |

1. **Description of request:**

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:**

---

*Friday, October 27, 2017*
Supplemental Budget Request

Sheriff

Emergency Management

Status: Pending

Suppl ID #: 2381

Fund 167

Cost Center

Originator: M Caldwell

Expenditure Type: One-Time

Year 2 2018

Add'l FTE □

Add'l Space □

Priority 1

Name of Request: Record DEM 2018 wage & benefit settlements

X

Department Head Signature (Required on Hard Copy Submission)

Date: 10/21/17

Costs:

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<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>4342.5010</td>
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<tr>
<td>6110</td>
<td>Regular Salaries &amp; Wages</td>
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<td>6245</td>
<td>Medical Insurance</td>
<td>$3,571</td>
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Request Total $0

1a. Description of request:

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:

   Disaster Prep Service Fees
Supplemental Budget Request

Status: Pending

Sheriff

Supp# ID # 2435

Emergency Management

Fund 167 Cost Center 16720 Originator: Frances Burkhart

Expenditure Type: One-Time Year 2 2018 Add'l FTE Add'l Space Priority 3

Name of Request: CERT Program

Department Head Signature (Required on Hard Copy Submission) Date

9/29/17

Costs: Object Object Description Amount Requested

4369.9005 CERT Program ($5,000)

6320 Office & Op Supplies $4,000

6510 Tools & Equip $1,000

Request Total $0

1a. Description of request:
Increase budget authority to support Whatcom County Sheriff’s Office Division of Emergency Management’s growing Community Emergency Response Team (CERT) Program.

1b. Primary customers:
Citizens of Whatcom County

2. Problem to be solved:
The Community Emergency Response Team (CERT) Program is expanding more quickly than originally anticipated when the 2018 budget was developed in Summer 2016. CERT anticipates increasing the number of CERT classes offered, creating a corresponding increase in overall program costs. Budget authority is required to proceed with these additional courses.

3a. Options / Advantages:
Another option would be to limit the number of additional courses. However, that would reduce both the momentum the CERT Program has been building and the number of CERT-trained individuals in our community. CERT trains individuals to be better prepared to respond to and recover from disasters. CERT volunteers provide critical support to the community response effort in a variety of ways, including giving immediate assistance to victims, providing damage assessments, organizing other volunteers, and staffing field command posts and emergency operations/coordination centers.

3b. Cost savings:
CERT course fees cover the course costs.

4a. Outcomes:
CERT Courses will be held throughout 2018.

4b. Measures:
The CERT Program maintains a database of its courses and trainees.

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:
Community Emergency Response Team (CERT) Program Class Fees (Unified Fee Schedule #2586).

Thursday, September 28, 2017
Supplemental Budget Request

Non-Departmental

Status: Pending

<table>
<thead>
<tr>
<th>Supp #</th>
<th>Fund</th>
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<tr>
<td>2493</td>
<td>332</td>
<td>332219</td>
<td>Tawni Helms</td>
</tr>
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</table>

Expenditure Type: One-Time  Year 2  2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: EDI - Expanded Scope for Tri-Funder Agreement

Date: 10/27/17

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>6610</td>
<td>Contractual Services</td>
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<tr>
<td>Request Total</td>
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<td>$300,000</td>
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</tbody>
</table>

1a. Description of request:
The Port of Bellingham submitted a funding proposal to increase services for Economic Development. Funds will support economic development personnel and program for the Port of Bellingham, which is Whatcom County's Associate Development Organization, to facilitate the creation or retention of businesses/jobs and promote economic development purposes within the County.

1b. Primary customers:
Whatcom County residents, businesses and local governments

2. Problem to be solved:
Whatcom County would like to enhance the tri-funder collaboration with the support of additional staff and resources to promote economic development throughout the county.

3a. Options / Advantages:
Whatcom County would like to utilize the existing collaborative platform known as the Tri-Funder group to facilitate the creation or retention of businesses/jobs and promote economic development purposes within the County.

3b. Cost savings:
N/A

4a. Outcomes:
Economic Development efforts for all of Whatcom County will be supported and sustained through this collaborative partnership.

4b. Measures:

5a. Other Departments/Agencies:
No.

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

6. Funding Source:
EDI Fund
Supplemental Budget Request

Public Works

Ferry & Docks

Supp/ID # 2391

Fund 444 Cost Center 444200 Originator: M Caldwell

Expenditure Type: Ongoing Year 2 2018 Add'l FTE Add'l Space Priority 1

Name of Request: Record 2018 Ferry wage & benefit settlement

X

Date 10/27/17

Department Head Signature (Required on Hard Copy Submission)

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
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<tr>
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1a. Description of request:

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:

Friday, October 27, 2017
Supplemental Budget Request

Public Works

Expenditure Type: One-Time
Year 2 2018
Add'l FTE □ Add'l Space □ Priority 1

Equipment Services

Name of Request: ER&R 2018 Capital Equipment Budget Changes

X
Department Head Signature (Required on Hard Copy Submission)
9/26/17

<table>
<thead>
<tr>
<th>Costs:</th>
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<th>Object Description</th>
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<tr>
<td>7410</td>
<td>Equipment-Capital Outlay</td>
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</tr>
<tr>
<td>---</td>
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<td>$425,000</td>
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</tbody>
</table>

1a. Description of request:
To provide funding for the following capital budget changes:

Equip# & Description
#224 1987 Dodge D350 Cab & Chassis with Service Body
Reason: Carryover from the 2017 list at $50K. Tonnage upgrade from 1 ton to 1.5 ton, cost upgraded to $90K.

#264/#266 2003 Kenworth T800B Six Wheeler
Reason: Carryover from 2016 capital equipment replacement list. No cost changes.

#817 2004 Workhorse Utility/Golf Cart
Reason: Listed for 2018 at $8K. Upgrade current cost to $18K per ASR#2017-5543 transition from golf cart to ATV.

1b. Primary customers:
Road-M&O: #264/266
ER&R: #224
Parks: #817

2. Problem to be solved:
To complete capital replacements that were not previously completed and equipment upgrades.

3a. Options / Advantages:
N/A

3b. Cost savings:
Increasing maintenance and repair costs on older equipment vs. new equipment and lower maintenance and repair costs.

4a. Outcomes:
New equipment and vehicles will be more reliable and less maintenance costs.

4b. Measures:
When the vehicles and equipment are purchased and put into service.

5a. Other Departments/Agencies:
No.

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

   Road fund and ER&R fund equity.
<table>
<thead>
<tr>
<th>Department</th>
<th>Fund</th>
<th>Asset To Be Replaced</th>
<th>Budget Year</th>
<th>Cost</th>
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<tbody>
<tr>
<td>ER&amp;R</td>
<td>ER&amp;R</td>
<td>1987 Dodge D350 Cab &amp; Chassis with Service Body</td>
<td>2018</td>
<td>$90,000</td>
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<tr>
<td>M&amp;O</td>
<td>ER&amp;R</td>
<td>2003 Kenworth T800B Six Wheeler</td>
<td>2018</td>
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<tr>
<td>PARKS</td>
<td>ER&amp;R</td>
<td>2004 Workhorse Utility/Golfcart upgrade (ASR #2017-5543)</td>
<td>2018</td>
<td>$18,000</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
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<td><strong>$433,000</strong></td>
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</table>

*Less previously budgeted costs*

2004 Workhorse Utility/Golfcart upgrade (ASR #2017-5543)  
$ (8,000)

Additional budget authority requested:  
$ 425,000
Supplemental Budget Request

Public Works

<table>
<thead>
<tr>
<th>Supp' ID #</th>
<th>Fund</th>
<th>Cost Center</th>
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<tr>
<td>2457</td>
<td>501</td>
<td>501100</td>
<td>Kellie Eiswald</td>
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</table>

Expenditure Type: One-Time
Year 2 2018
Add'l FTE □ Add'l Space □ Priority 1

Name of Request: 2018 Equipment Capital

Department Head Signature (Required on Hard Copy Submission)

Costs:

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Request Total $51,000

1a. Description of request:
AS-IT cargo van upgrade to high roof cargo van to replace #17 - $8,000.


1b. Primary customers:

2. Problem to be solved:
Department requests.

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:
Operating Transfer from IT for upgrade $8,000.

Equity balance Emergency Management $43,000.

Thursday, September 28, 2017
Supplemental Budget Request

Status: Pending

Administrative Services

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Facilities Management

Expenditure Type: One-Time  Year 2  2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: Record Admin Services 2018 wage & ben settlement

Department Head Signature (Required on Hard Copy Submission)  Date: 10/27/17

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1a. Description of request:

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:
   AS Fund Balance
**Supplemental Budget Request**

**Administrative Services**

- **Supp' ID #** 2467
- **Fund** 507
- **Cost Center** 507111
- **Originator:** Perry Rice / Karen S. Goens

**Information Technology**

- **Expenditure Type:** One-Time
- **Year 2** 2018
- **Priority 1**

**Name of Request:** Reappropriate Performance Evaluation Software

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

- **Date:** 9/29/2017

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**1a. Description of request:**

This request is to reappropriate the one-time funding for performance evaluation software approved in the 2017 - 2018 Bienniel Budget (ASR#2017-5572) from 2017 to 2018. Key new features in our primary vendor's software offering will be available in 2018. The team wants to verify that these features are in the software prior to procurement.

Performance Impact Workplace, the County's current employee performance evaluation software, lost maintenance support in 2009 when the original company KnowledgePoint was sold. Human Resources (HR) and Information Technology (IT) are providing technical support for this program and it's gotten more glitchy over time. As a Civic Plus client, the County can subscribe at reasonable rates to the cloud-based CivicHR performance management package.

**1b. Primary customers:**

Managers, supervisors, employees

**2. Problem to be solved:**

Supervisors are using "end-of-life" software for their performance evaluations. The evaluation forms and elements developed for this software are outdated.

**3a. Options / Advantages:**

We continue using this software and helping frustrated supervisors through its many quirks. We will increase efficiencies with modern, cloud-based software.

**3b. Cost savings:**

Current software is awkward and not intuitive. A user-friendly experience will increase efficiency and reduce supervisors' frustrations and allow them to focus on motivating employees and managing performance. HR and IT staff will no longer have technical and administrative maintenance responsibilities.

**4a. Outcomes:**

Update elements for measuring employee performance using an effective, user-friendly, cloud-based solution.

**4b. Measures:**

Forms design with stakeholder input, on-site training, successful "go-live," performance reviews consistent with County policy

**5a. Other Departments/Agencies:**

Yes, all County supervisors, managers, and department heads

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

Karen Goens, HR Manager and assigned staff

*Friday, September 29, 2017*
Supplemental Budget Request

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Administrative Services allocation
**WHATCOM COUNTY COUNCIL AGENDA BILL**

**NO.** 2017-018

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**TITLE OF DOCUMENT:**
Discussion regarding potential property acquisition

**ATTACHMENTS:**

None

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

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

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

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

Discussion regarding a potential property acquisition 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.
WHATCOM COUNTY COUNCIL AGENDA BILL

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TITLE OF DOCUMENT:
Public Works will present its quarterly report to Council

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.)

Public Works will present its quarterly report to Council

COMMITTEE ACTION: 

COUNCIL ACTION: 

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

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**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Update from Public Works staff on quiet zone proposal for Cliffside Drive

**ATTACHMENTS:**

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<th>( ) Yes ( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
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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.)
Update from Public Works staff on quiet zone proposal for Cliffside Drive

**COMMITTEE ACTION:**

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**Related County Contract #:**

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**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Update on establishing a stormwater district in the Lake Whatcom watershed.

**ATTACHMENTS:**
None

**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.)

Staff will provide an update on the status of establishing a stormwater district in the Lake Whatcom watershed to fund implementation of the Lake Whatcom Management 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.
Title of Document: 2017 Critical Areas Ordinance Update

ATTACHMENTS: (all materials can be found at http://www.whatcomcounty.us/2417/County-Council-Review)

To prepare for this meeting, please review memo, the attached (revised) 2017 BAS Report Addendum, the draft code (provided in the last packet for your October 10th packet), and the reports comprising the County’s BAS (found at http://www.whatcomcounty.us/2417/County-Council-Review).

Attachments:
- Revised 2017 BAS Report Addendum
- Type 1 CFP Application Checklist
- Policy PLL-85-004Z
- Email from Assistant Director Mark Personius, committing PDS to participate in the Nooksack-Abbotsford-Sumas Transboundary Nitrogen Study

SEPA review required? (X) Yes ( ) NO Should Clerk schedule a hearing? (X) Yes ( ) NO
SEPA review completed? (X) Yes ( ) NO Requested Date: 10/24/17

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.)

Introduction of the proposed ordinance to amend Whatcom County Critical Areas Ordinance (CAO) (WCC 16.16) pursuant to RCW 36.70A.130(1). The Growth Management Act (RCW 360.70A) defines critical areas as wetlands, frequently flooded areas, fish and wildlife habitat conservation areas (including streams), geologically hazardous areas, and critical aquifer recharge areas. The purpose of this periodic update is to ensure that the CAO meets the GMA requirements, including consistency with the Whatcom County Comprehensive Plan, best available science, and state agency guidance updates. Numerous amendments are being proposed, though most of them pertain to correcting grammar, updating references to other documents or laws, clarifying and updating administrative procedures, etc. The County is also required to integrate the CAO provisions with its Shoreline Master Program (SMP). Whatcom County has done so by adopting the CAO by reference within the SMP (WCC 23.10.060(A)). This reference is also proposed to be amended.

COMMITTEE ACTION:
10/24/2017: Held in Committee

COUNCIL ACTION:
10/10/2017: Referred to Committee of the Whole

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 County Council
Jack Louws, County Executive

FROM: Cliff Strong, Senior Planner

THROUGH: Mark Personius, Asst. Director

DATE: October 27, 2017

SUBJECT: 2017 Critical Areas Ordinance (CAO) Update
Committee of the Whole Workshop on November 8, 2017

Another workshop on the 2017 Critical Areas Ordinance update will be held on November 8, 2017. The purpose of this workshop is to deal with a few issues that have recently arisen. Topics to be covered include:

- Article 2, Administrative Mechanisms
- Article 3, Geologically Hazardous Areas
- Article 4, Frequently Flooded Areas
- Article 6, Wetlands
- Article 7, Habitat Conservation Areas
- Article 8, Conservation Program on Agriculture Lands
- Article 9, Definitions

To prepare for this meeting, please review this memo and the 2017 BAS Report Addendum and draft code (both provided in the last packet for your October 24th workshop).

Additionally, while at your last workshop Council authorized introduction of the ordinance on November 8th, it appears that there may be too many potential changes in such a large body of documents for staff to make in just that afternoon. Depending on the outcome of the workshop, we will need to make the call that afternoon. If it cannot be introduced that evening, we will put it on the agenda for November 21 for introduction, with a public hearing and potential adoption on December 5th (which is the last meeting of the year).
Remaining Issues
At your October 24th workshop, Council tabled for two weeks the following issues for the reasons provided:

- Definition of “ongoing ag” – Tabled to allow CM Brown time to confer with the ag community.
- CPAL Exemption Thresholds – Tabled to allow representatives of the ag community to work on some alternative language.
- Proposed changes to lahar language – Tabled to allow Seth Woolson, attorney for the Mount Baker Bibleway Camp, to submit some alternative language (see page 4).

Additionally, CM Brenner stated that she had several new issues and Council asked her to provide them to staff for analysis.

Definition of “Ongoing Ag”
In workshop, Council provided direction to amend the definition of “ongoing agriculture.”

The existing definition is:

“Ongoing agriculture” means those activities conducted on lands defined in RCW 84.34.020(2), and those activities involved in the production of crops and livestock, including, but not limited to, operation and maintenance of existing farm and stock ponds or drainage ditches, irrigation systems, changes between agricultural activities, and maintenance or repair of existing serviceable structures and facilities. Activities that bring an area into agricultural use are not part of an ongoing activity. An operation ceases to be ongoing when the area on which it was conducted has been converted to a nonagricultural use, or has lain idle for more than five consecutive years unless that idle land is registered in a federal or state soils conservation program. Forest practices are not included in this definition.

Council’s proposed definition reads:

“Ongoing agriculture” means agricultural uses and practices including, but not limited to: Producing, breeding, or increasing agricultural products; rotating and changing agricultural crops; allowing land used for agricultural activities to lie fallow in which it is plowed and tilled but left unseeded; allowing land used for agricultural activities to lie dormant as a result of adverse agricultural market conditions; allowing land used for agricultural activities to lie dormant because the land is enrolled in a local, state, or federal conservation program, or the land is subject to a conservation easement; conducting agricultural operations; maintaining, repairing, and replacing agricultural equipment; maintaining, repairing, and replacing agricultural facilities, provided that the replacement facilities are no closer to the critical area than the original facilities; and maintaining agricultural lands under production or cultivation. An operation ceases to be ongoing when the area on which it was conducted has been converted to a nonagricultural use.
The primary differences between the two are that the Council version does not reference RCW 84.34.020(2), nor does it have the provision that one loses this classification after a period of time (5 years). As you know, staff has recommended against amending this definition.

Our CPAL program has already been found to be GMA-compliant and is used as a model by the state for non-Voluntary Stewardship Program (VSP) counties. Even one of the remedies for a VSP county that doesn’t complete their program is to:

   Adopt development regulations previously adopted... by another local government for the purpose of protecting critical areas in areas used for agricultural activities. Regulations adopted under this subsection must be from a region with similar agricultural activities, geography, and geology and must: (i) Be from Clallam, Clark, King, or Whatcom counties.” (RCW 36.70A.735)

**Staff Recommendation:** Leave our current definition in place.

### CPAL Exemption Thresholds

In both the 10/24 workshop and in her written comments, CM Brenner has expressed that the exemption threshold for requiring a Conservation Farm Plan (CFP) should be 1 animal unit per 1 grazable acre.

Staff believes this is based on some data that the Whatcom Conservation District has provided (via email, attached) that shows that in some cases some property can handle up to 1 animal unit (or more) per acre, which some representatives of the ag community have used to promote the 1 au/ac exemption. However, what the data actually shows is that there is a range of properties in Whatcom County—based on soil types, hydrology, animal types, cover crop type, etc.—and that while some properties could support 1 au/ac with little to no management, many others may not. Thus Council chose to require CFPs from all people raising animals, but created the simple Type 1 CFP for hobby farmers.

**Staff Recommendation:** Staff recommends leaving our current CPAL program in place, with its current thresholds for Types 1, 2, and 3 CFPs. Raising the threshold for having to obtain a CFP to 1 au/ac would effectively eliminate Type 1 (hobby farm) CFPs. Additionally, our CPAL program has been found GMA compliant.

As for exemptions, staff suggests that Council could either leave the draft WCC 16.16.814 as is, or eliminate it altogether.

### 16.16.814 Exemptions.
The following are exempt from having to obtain a Conservation Farm Plan:

A. Landowners who do not have critical areas on their property.
B. Landowners who keep agricultural activities out of the standard critical areas and their buffers.
C. Landowners who do not exceed a ratio of 1 animal unit per 3 grazable acres and manage their animals to avoid a direct discharge of sediment or fecal matter to surface waters. Indicators of
direct discharge can include de-vegetated riparian area, unfenced access to a stream, or animal confinement areas adjacent to surface waters. This is a ratio of animal units to grazable acres and may be used on parcels of any size.

D. Youth agriculture education programs that promote the use of agriculture best management practices through the use of a checklist developed by the Whatcom County Conservation District in cooperation with Whatcom County.

This version added subsection (d), specifically addressing youth agriculture education programs by basically having them go through what amounts to getting a Type 1 CFP (both would rely on a similar self-completed checklist, with some education provided by the WCD). But additionally, it amended what the policy said, to say that the numbers of animal units to grazable acres is a ratio and may be used on parcels of any size, thus expanding the exemption (contrary to the reasons provided in the policy that it should not be a ratio). Council approved this language on 9/26/17.

**Lahar Language**

Council received another letter (dated 10/30/17, attached) from Seth Woolson, representing the Mount Baker Bibleway Camp, providing alternative language to WCC 16.16.320(B) and 16.16.350(B):

**16.16.320 Geologically Hazardous Areas — General Standards.**

In addition to the applicable general protective measures found in WWC 16.16.265, the following requirements shall apply to all activities in geologically hazardous areas:

A. **Generally.** New developments shall be located and/or engineered and constructed to reduce risks to life, health, safety, and buildings, and not increase potential for landslides or erosion that could impact either other properties, public resources, or other critical areas. The County may impose conditions on development activity in a geologically hazardous area as needed to:

1. Protect human life and safety; and
2. Minimize the potential for property damage related to seismic events, erosion and/or landslides;
3. Minimize the need for stream or river bank or coastal bluff stabilization in the future;
4. Reduce public liabilities for damages associated with geologic hazards.
5. Protect slope stability and minimize erosion, seismic, and/or landslide hazard risks;
6. Maintain natural sediment and erosion processes that are integral to the health and sustainability of freshwater and marine ecosystems as well as minimizing impacts to stream, river, and coastal processes such as channel infill, channel migration, sediment transport, or flooding;

B. **Impact Avoidance.** Impact avoidance measures shall include, but not be limited to, locating the use/development outside of the hazard area, reducing the number, size or scale of buildings, driveways and other features; altering the configuration or layout of the proposed development; implementing special engineering methods for construction, drainage, runoff management etc.; foregoing construction of accessory structures; preserving native vegetation; and other feasible protective measures as determined by an alternatives analysis. For some geologic hazards (except for lahar hazards) impact avoidance may mean no development will be permitted on a property. **So long as an applicant complies with WCC 16.16.350(B), the County shall not be permitted to require impact avoidance measures that reduce the number, size, or scale of buildings, driveways, and other features; require the owner to forego construction of accessory structures; or prevent uses**
otherwise allowed per the property's zoning district based solely on the property's location within a lahar hazard zone.

C. Location of Alterations. New development shall be directed toward portions of a parcel or parcels under contiguous ownership that are not subject to, or at risk from, geological hazards (except for lahar hazards) and/or are outside any setback or buffer established by this Chapter.


B. Lahar Hazard Zones.

1. Subject to WCC 16.16.320(A, B, and C) and WCC 16.16.265, the following uses are allowed in any volcanic hazard areas:
   b. Accessory structures not involving human occupancy.
   c. Sewer collection facilities, communication facilities, and other utilities that are not likely to cause harm to people or the environment if inundated by a lahar. Underground utilities such as pipelines shall be allowed if demonstrated through a geotechnical analysis to be sufficiently buried as to not likely be damaged by scour caused by a lahar.
   d. Agricultural and forestry uses not including human habitation.

2. Subject to WCC 16.16.320(A, B, and C) and WCC 16.16.265 (except subsection (D) when located wholly within a lahar hazard zone), the following uses may be allowed in volcanic hazard areas subject to the submittal and approval of a Volcanic Hazard Emergency Management Plan meeting the requirements of subsection (B)(3); however, this requirement may be waived for properties located in an area with an estimated lahar arrival time of more than 60 minutes. The County will maintain travel time projection maps to estimate lahar approach times.
   a. Expansion of legal nonconforming uses meeting criteria of WCC 16.16.275 and WCC 20.83.
   b. All other uses allowed per the property’s zoning district.

3. Where required by subsection (B)(2), a Volcanic Hazard Emergency Management Plan shall be submitted for approval and meet the following requirements:
   a. Is consistent with and integrated into a community emergency plan maintained by the Sheriff's Office of Emergency Management.
   b. Includes an emergency evacuation plan.
   c. Is required to be updated every 5 years.
   d. Evacuation route maps must be posted on the premises.

Staff Recommendation: Regarding 16.16.320(B), staff understands Mr. Woolson’s concern. However, if a property is located partially in a lahar hazard zone, it’s prudent to at least examine whether new development could be sited in the less risky portions of a property. Staff recommends instead the following sentence for 16.16.320(B):

B. Impact Avoidance. Impact avoidance measures shall include, but not be limited to, locating the use/development outside of the hazard area, reducing the number, size or scale of buildings, driveways and other features; altering the configuration or layout of the proposed development; implementing special engineering methods for construction, drainage, runoff management etc.; foregoing construction of accessory structures; preserving native vegetation; and other feasible protective measures as determined by an alternatives analysis. For some geologic hazards (except for lahar hazards) impact avoidance may mean no development will be permitted on a property. This section shall not apply to properties located wholly within a lahar hazard zone.
Regarding 16.16.350(B), staff recommends against Mr. Woolson’s proposal to replace “may” with “shall,” as there may be other code reasons to not allow a proposed development. “Shall” would mean we would have to approve something even if it didn’t meet other sections of the zoning code (e.g., setbacks, height limitations, conditional use permit requirements, etc.).

**New Issues from CM Brenner**

CM Brenner stated that she had several issues and Council asked her to provide them to staff. Staff has addressed any new issues below. Per Council’s direction we have not addressed issues that Council has already considered.

**Comments on the BAS Report**

**ITEM 1 (Issue 201) (Brenner)**
In Section 4.1 CM Brenner questions the 5th bullet, which reads, “Uses that do not require human habitation when adverse impacts can be minimized or mitigated.”

**Staff Response:** This bulleted list is a synopsis of the Comprehensive Plan policies regarding geohazard areas. That particular language is in reference to Policy 10E-10. Any amendments to those policies would need to be done through a Comprehensive Plan amendment.

**ITEM 2 (Issue 202) (Brenner)**
In Section 94.2, under 16.16.310.C.2 CM Brenner says “no” to an explanation of why we deal with seismic hazard areas in the CAO, specifically that “there are specific areas that may need to be avoided” (e.g., liquefaction areas or “areas located within 500 feet of Quaternary fault zones with surface offsets”).

**Staff Response:** Staff recommends leaving the language as is; it is only an explanation. While the code acknowledges and specifically relies on the International Building Code (IBC) or International Residential Code (IRC) to mitigate for seismic hazards, there may be additional requirements for these areas due to the higher hazard at those locations.

**ITEM 3 (Issue 203) (Brenner)**
In Section 8.1 CM Brenner says “no” to bullet 2, “Using Best Available Science to evaluate and avoid impacts.”

**Staff Response:** Again, this is a synopsis of the Comprehensive Plan policies regarding wetlands. Any amendments to those policies would need to be done through a Comprehensive Plan amendment.

**ITEM 4 (Issue 204) (Brenner)**
In Section 9.2, in the explanation of the proposed changes to 16.16.720(S) CM Brenner seems to want to be able to let the County remove beaver dams.
Staff Response: The CAO applies to everyone, including the County, and it allows for the removal of certain beaver dams pursuant to the state law. No change is needed.

Comments on the Draft CAO dated 9/26/17

Article 2, Administrative Mechanisms

ITEM 5 (Issue 205) (Brenner)
In 16.16.235 (Activities Allowed with Notification), subsections (B) 4 & 5, CM Brenner says “no” allowing the felling of hazard trees in critical areas (with a risk assessment being provided) and the clearing, pruning, and revegetation of buffer areas for view purposes (with certain conditions).

Staff Response: These are existing activities allowed with notification. Removing them from this category would then require that a critical areas assessment be performed when someone wants to do one or both of them. Staff recommends retaining them in this category.

ITEM 6 (Issue 206) (Brenner)
In 16.16.262 (Watershed-Based Management Plans), subsection (C)(1), CM Brenner suggests amending the language as follows:

The plan shall be reviewed by the technical administrator to ensure compliance with the purposes of this chapter, the Whatcom County Shoreline Management Program (WCC Title 23), and with the comprehensive plan, and to ensure accuracy of the data and effectiveness of proposed management strategies. In making this determination the technical administrator shall consult with the State Departments of Fish and Wildlife, Ecology, Natural Resources, and/or other local, state, and/or federal; and/or tribal agencies or experts.

Staff Response: Staff recommends retaining the existing language to consult with the Tribes, who have expertise in these matters.

ITEM 7 (Issue 207) (Brenner)
In 16.16.264 (In-Lieu Fees) CM Brenner suggests that the first sentence read, “To aid in the implementation of off-site mitigation, the County may shall develop an in-lieu fee program.”

Staff Response: Staff recommends leaving the word as “may.” Whether we develop such a program will be up to Council and whether they budget for such an endeavor. If they choose not to do so, but the code says we shall, then we may be found to be not implementing our code.

ITEM 8 (Issue 208) (Brenner)
In 16.16.264 (In-Lieu Fees) CM Brenner suggests amending subsection (4) to read, “Land acquisition and initial physical and biological improvements of the mitigation site must be completed within three-five years of the credit sale.”

Staff Response: Staff recommends leaving the period at three years. This list of requirements comes straight from the Department of Ecology requirements for setting up an in-lieu fee program.
ITEM 9 (Issue 209) (Brenner)

In 16.16.265 (Critical Areas Protective Measures), subsection (A)(Deterrent Devices), CM Brenner suggests amending the last sentence to read, “The signs shall be posted near primary access points and more or less frequent spacing is adequate considering the size and location of the site.”

Staff Response: Staff recommends leaving the wording as is. There may be times—due to geography, use intensity, or size and location of the site—that require closer spacing.

ITEM 10 (Issue 210) (Brenner)

In 16.16.265 (Critical Areas Protective Measures), subsection (B)(Notice on Title), CM Brenner suggests amending the last sentence to read, “This requirement may be waived by the Technical Administrator for certain geologically hazardous areas if s/he finds that the risk is so low as to not warrant notification (e.g., old alluvial deposits).

Staff Response: Staff recommends leaving the word as “may.” Each situation will undoubtedly be different, and professional judgement will need to be used. A blanket “shall” would require a waiver, even where our County Geologist and the Technical Administrator believe it in the best interest of future owners to be notified of a hazard.

ITEM 11 (Issue 211) (Brenner)

In 16.16.273 (Variances), subsection (C)(d), CM Brenner suggests amending the language as follows:

> Any application for a variance that remains inactive for a period of 180 days shall expire and a new application and repayment of fees shall be required to reactivate the proposal; provided, that the technical administrator may grant a single 90-day extension for good cause. Delays such as those caused by public notice requirements, environmental (SEPA) review, litigation directly related to the proposal, or changes in government regulations shall not be considered as part of the inactive period.

Staff Response: Staff recommends leaving the word “single.” The courts and Growth Management Hearings Boards have consistently ruled against code provisions that allow extensions to be granted indefinitely.

Article 3, Geologically Hazardous Areas

ITEM 12 (Issue 212) (Brenner)

In 16.16.300 (Purpose), CM Brenner suggests replacing “reduce” with “minimize,” as follows:

> The purpose of this Article is to **minimize** risks to human life and safety and **minimize** the risk of damage to structures and property from geologic hazards, to allow for natural geologic processes supportive of forming and maintaining fish and wildlife habitat, and to regulate and inform land use and planning decisions. It is recognized that the elimination of all risk from geologic hazards is not feasible to achieve but the purpose of this Article is to **minimize** the risk to acceptable levels.
Staff Response: Staff recommends sticking with “reduce.” To reduce something means to make it smaller (i.e., smaller risk); to minimize means to make it as small as possible. Doing that might mean requiring more or more costly mitigation.

ITEM 13 (Issue 213) (Brenner)
She also suggests the same thing in 16.16.320 (Geologically Hazardous Areas – General Standards), subsection (A).

Staff Response: Staff recommends sticking with “reduce.”

ITEM 14 (Issue 214) (Brenner)
In 16.16.320 (Geologically Hazardous Areas – General Standards), subsection (B) (Impact Avoidance), CM Brenner suggests amending it as follows:

Impact avoidance measures shall include, but not be limited to, locating the use/development outside of the hazard area, reducing the number, size or scale of buildings and appurtenant driveways and other features; altering the configuration or layout of the proposed development; implementing special engineering methods for construction, drainage, runoff management etc.; foregoing construction of accessory structures; preserving native vegetation; and other feasible protective measures as determined by an alternatives analysis. For some geologic hazards (except for lahar hazards) impact avoidance may mean no development will be permitted on a property.

Staff Response: Staff has no objections. “Buildings and appurtenant features” would include “accessory structures.”

ITEM 15 (Issue 215) (Brenner)
In 16.16.325 (Landslide Hazard Areas – Standards), subsection (A)(1), CM Brenner again suggests changing the wording to “minimize” as follows:

A. General Standards. The following activities may be allowed in active landslide hazard areas when all reasonable measures have been taken to minimize risks and other adverse effects associated with landslide hazards, and when the amount and degree of the alteration are limited to the minimum needed to accomplish the project purpose:

1. Developments that will not increase the threat to the health or safety of people and will not increase potential for landslides on or off the site and meet the reasonable use standards as set forth in WCC 16.16.270.

Staff Response: Staff recommends sticking with “not increase,” which is a lesser standard than “minimize.”

ITEM 16 (Issue 216) (Brenner)
In 16.16.325 (Landslide Hazard Areas – Standards), subsection (C)(3), CM Brenner suggests deleting “or improve,” as follows:

The setback shall include consideration of vegetation on the potential landslide area and in areas above and below the potential landslide area. The technical administrator shall have the authority to require vegetation or other measures to protect slope stability and shall have the authority to require a mitigation plan developed in accordance with 16.16.260, and a conservation easement in accordance with WCC 16.16.265(C) to ensure appropriate vegetation improvements are installed, maintained, and preserved.
**Staff Response:** Staff recommends leaving the existing “or improve,” as there may be times when improving a slope’s stability would allow for a development that would otherwise need to be denied.

**ITEM 17 (Issue 217) (Brenner)**

In 16.16.345 (Alluvial Fan Hazard Areas – Standards), CM Brenner suggests the following edits:

The following activities may be allowed in alluvial fan hazard areas when all reasonable measures have been taken to minimize risks and other adverse effects associated with alluvial fan hazards, when the amount and degree of alteration are limited to the minimum needed to accomplish the project purpose, and when the applicable general protective measures found in WWC 16.16.265 have been applied:

A. Developments that will minimize the threat to the health or safety of people and will not increase the risks of alluvial fan hazards on or off the site and meet the reasonable use standards as set forth in WCC 16.16.270.

B. Roads, utilities, bridges, and other infrastructure that are located and designed to minimize adverse impacts on critical areas and avoid the need for channel dredging or diking or other maintenance activities that have the potential to substantially degrade river and stream functions.

C. Permanent residential structures and commercial developments shall be allowed in alluvial fan hazard areas only if the fan has undergone a County-approved study to assess potential hazards, determine risks, and identify mitigation measures and is deemed suitable for development. The technical administrator shall make this determination based on a detailed assessment by a qualified professional that identifies the risks associated with a 500-year return period debris flow or the maximum credible event that could impact the alluvial fan.

D. Accessory structures not involving human occupancy shall be allowed as long as the structure will not increase the alluvial fan hazards on or off the site.

**Staff Response:** Staff has no objection to changing “have no” to “minimize the” in subsection (A).

Staff recommends leaving the “on or” language in subsections (A) and (D) as is. It’s hard if not impossible to minimize alluvial fan (or erosion) risks off-site if not minimizing them on-site. Furthermore, Whatcom County has spent a lot of money in the Jones Creek and Canyon Creek areas trying to remedy past practices of allowing inappropriate development on those alluvial fans.

(Note: CM Brenner makes this suggestion in 16.16.355(A)(1) and 16.16.375(B) as well.)

**Article 4, Frequently Flooded Areas**

**ITEM 18 (Issue 218) (Brenner)**

In 16.16.420 (Frequently Flooded Areas – General Standards), CM Brenner suggests the following edits:

**16.16.420 Frequently Flooded Areas – General Standards.**

A. All development shall conform to the provisions of WCC Title 17, Flood Damage Prevention, and the applicable provisions of this chapter.

B. Development within frequently flooded areas shall be allowed only when it is consistent with all of the following:

   a. FEMA’s National Flood Insurance Program (NFIP), including the protection standards for critical habitats for listed species;
   b. The mitigation sequence in WCC 16.16.260;
   c. Article 7, Habitat Conservation Areas, of this chapter;
d. The applicable general protective measures found in WWC 16.16.265.

C. The technical administrator shall have the authority to require a habitat assessment, and if necessary, a mitigation plan prepared by a qualified professional, in accordance with the FEMA Regional Guidance for the Puget Sound Basin and mitigate for adverse impacts to the ecological functions of Frequently Flooded Areas; provided, that such mitigation shall be consistent and compatible with the goal of protecting health and safety and minimizing risks to property.

Staff Response: Staff recommends leaving the language as is so as to comply with NOAA Fisheries Service’s Biological Opinion (BiOp) on FEMA’s National Flood Insurance Program (NFIP). Council chose this method of complying with the BiOp in 2011.

ITEM 19 (Issue 219) (Brenner)

In 16.16.430 (Review and Report Requirements), subsections (C) & (F), CM Brenner suggests the following edits:

C. In addition to the requirements of WCC 16.16.225, critical areas assessment reports for frequently flooded areas shall:
   1. Identify any federally listed species and associated habitats, and demonstrate that no harm will occur to such species or habitats as a result of development (inclusive of mitigation) will minimize impacts within frequently flooded areas.
   2. Address adverse impacts to ecological functions and processes, including riparian vegetation. Positive impacts may also be discussed.
   3. Include mitigation for adverse effects on Frequently Flooded Areas’ ecological functions, where applicable.

F. Critical areas assessment report requirements may be waived for single-family developments and structures accessory to agricultural uses when the technical administrator and the public works department determine that no adverse impacts or they will minimize risks to life, property, or ecological functions will occur.

Staff Response: Staff recommends leaving the language as is so as to comply with the BiOp, which under the Endangered Species Act, requires that listed species are not harmed, not that impacts are minimized.

Article 6, Wetlands

ITEM 20 (Issue 220) (Brenner)

In 16.16.430 (Review and Report Requirements), but in subsection (F), CM Brenner suggests the following edits:

In 16.16.640 (Wetland Buffer Reduction), subsection D, CM Brenner suggests the following edit:

D. The applicant implements all reasonable measures to reduce minimize the adverse effects of adjacent land uses and ensure no net loss of buffer functions and values. Such measures may include, but are not limited to, the following:

...
Article 7, Habitat Conservation Areas

ITEM 21 (Issue 221) (Brenner)
In 16.16.700 (Purpose), subsection D, CM Brenner suggests the following edit:

A. Maintain the natural geographic distribution, connectivity, and quality of fish and wildlife habitat and ensure no net minimize loss of such important habitats, including cumulative impacts.

Staff Response: Staff recommends sticking with "ensure no net," as this is what we are required to do under the GMA.

ITEM 22 (Issue 222) (Brenner)
In 16.16.710 (Habitat Conservation Areas – Designation, Mapping, and Classification), subsection (C)(1)(b), CM Brenner suggests the following edit:

b. Ditches or other artificial water courses are considered streams for the purposes of this Chapter. when:
   (i) Used to convey natural streams existing prior to human alteration; and/or ,
   (ii) The waterway is used by anadromous or resident salmonid or other resident fish populations; or and ,
   (iii) Flows directly into shellfish habitat conservation areas.

Staff Response: Staff recommends sticking with "or" as these are the same criteria used by WDFW in regulating streams v. ditches, and regardless of our language WDFW would still consider them streams.

ITEM 23 (Issue 223) (Brenner)
In 16.16.710 (Habitat Conservation Areas – Designation, Mapping, and Classification), subsections (2), (3), and (5), CM Brenner suggests the following edits:

2. Areas in which federally listed species are found, or have a primary association with, or contain suitable habitat for said listed species, as listed in the US Fish & Wildlife’s Threatened & Endangered Species List or Critical Habitat List (http://ecos.fws.gov/ecp/), as amended.

3. Areas in which state listed priority species are found, or have a primary association with, or contain suitable habitat for said listed species, as listed Washington Department of Fish and Wildlife’s Priority Habitats and Species List (http://wdfw.wa.gov/mapping/phs/ or http://wdfw.wa.gov/conservation/phs/list/), as amended.

5. Areas in which state listed rare plant species are found, or contain suitable habitat for said listed species, as listed in the Department of Natural Resources’ Natural Heritage Program (http://www1.dnr.wa.gov/nhp/refdesk/plants.html), as amended.

Staff Response: Staff recommends retaining the Planning Commission recommended language, as these are the same criteria used by WDFW and USFWS.

ITEM 24 (Issue 224) (Brenner)
In 16.16.720 (Habitat Conservation Areas – General Standards), subsection (J)(4), CM Brenner suggests the following edit:
4. Private trails shall not exceed 5.4 feet in width, and public trails shall not exceed 10 feet in width, and shall be made of pervious material or on an elevated structure where feasible. Trails may include limited viewing platforms that shall not exceed 12.8 feet in width and shall be made of pervious materials where feasible.

Staff Response: Staff has no issue with these edits, as the ADA only requires a clear tread width of 36 inches (3 feet) (though does require a passing lane at least every 1000' where trail width is less than 60' (5 feet)).

ITEM 25 (Issue 225) (Brenner)
In 16.16.760 (Habitat Conservation Areas – Mitigation Standards), subsection (B)(4), CM Brenner suggests the following edit:

4. Mitigation shall be provided on-site whenever feasible. Off-site mitigation in a location that will provide a greater ecological benefit to the species and/or habitats affected and have a greater likelihood of success may be accepted at the discretion of the Technical Administrator. Mitigation shall occur as close to the impact site as possible. As mitigation is moved further away from the impacted habitat the Technical Administrator may increase the amount of mitigation required. If offsite mitigation is proposed, the applicant must demonstrate through an alternatives/ mitigation sequencing analysis (WWC 16.16.260) that the mitigation will have greater equal ecological benefit.

Staff Response: Staff recommends sticking with “greater” in this instance. For one, the 2nd sentence already says it must have a greater benefit (though that too could be amended if Council agrees with CM Brenner). But more importantly, our (and the Department of Ecology’s) regulatory system is set up to encourage impacts to an area be mitigated in that area (i.e., on-site) so as to continue to protect the functions and values of the critical areas in that specific area. We allow offsite mitigation only when a bigger ecological benefit can be achieved.

Article 8, Conservation Program on Agriculture Lands

ITEM 26 (Issue 226) (Brenner)
In 16.16.814 (Exemptions), subsection (3), CM Brenner suggests that the exemption threshold for having to obtain a farm plan be 1 animal unit/1 acre rather than the current 1 au/3 ac.

Staff Response: This issue is addressed above under the heading “CPAL Exemption Thresholds.”

ITEM 27 (Issue 227) (Brenner)
In 16.16.820 (Classification and Applicability), subsection (D), CM Brenner asks why row and berry crops or orchards do not qualify for Type 1 Conservation Farm Plans (CFP).

Staff Response: Farms with row and berry crops or orchards do not qualify for Type 1 CFPs because they typically use more fertilizers, pesticides, herbicides and other chemicals that require more expertise in developing and implementing BMPs than the simpler self-developed “hobby farm” Type 1 CFPs.

ITEM 28 (Issue 228) (Brenner)
In 16.16.830 (Conservation Farm Plans – General Standards), subsection (B)(4), CM Brenner asks why a farm plan cannot recommend or authorize the conversion of land to agricultural use.
Staff Response: By state law and upheld by Growth Management Hearings Board decisions and court cases, all new agriculture must comply with the standard requirements of the CAO. Converting land to ag use is by definition new ag. The CPAL program only applies to ongoing ("grandfathered") agriculture.

ITEM 29 (Issue 229) (Brenner)
In 16.16.850 (Preparation and Approval of Conservation Farm Plans), subsection (A), CM Brenner suggests that the Whatcom Conservation District be authorized to approve Conservation Farm Plans, rather than the County (i.e., the Technical Administrator).

Staff Response: Staff recommends against. The County cannot nor should not abrogate to another entity its authority or responsibility to determine compliance with its codes. Nevertheless, we do rely on the WCD and their expertise in determining compliance.

ITEM 30 (Issue 230) (Brenner)
In 16.16.870 (Limited Public Disclosure), subsection (C), CM Brenner says “no” to the requirement that PDS make available a list of which farms have approved Conservation Farm Plans and their date of approval.

Staff Response: This is a requirement that Council added.

Article 9, Definitions

ITEM 31 (Issue 231) (Brenner)
For “clearing,” CM Brenner suggests the following edit:

“Clearing” means destruction removal of vegetation by manual, mechanical, or chemical methods resulting in exposed soils.

Staff Response: Staff recommends leaving the word “destruction.” The amendment to this definition was proposed to match that of Title 20 (we’re in the process of trying to standardize our codes). The existing CAO definition uses the word “removal,” but goes on to specify that that term can mean any number of means of destroying vegetation.

“Clearing” means the removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

Using the word removal without that clarification could lead to an instance where someone destroys a bunch of vegetation, but leaves it onsite, thereby not strictly “removing” it.

ITEM 32 (Issue 232) (Brenner)
For “feasible,” CM Brenner suggests the following edit:

“Fish and wildlife habitat conservation areas” are areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the
likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors; and areas with high relative population density or species richness. Counties and cities may also designate locally important habitats and species. "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company.

**Staff Response:** Staff recommends leaving the word “may,” as this definition comes straight from WAC 365-190-030.

**ITEM 33 (Issue 233) (Brenner)**
For “feasible,” CM Brenner suggests the following edit:

"Geologically hazardous areas" means areas that, because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not less suited to the siting of commercial, residential, or industrial development consistent with public health or safety concerns.

**Staff Response:** Staff recommends leaving the word “not,” as this definition comes straight from RCW 36.70A.030(9).

**ITEM 34 (Issue 234) (Brenner)**
For “overnight accommodations,” which talks about allowing more than 10 persons to sleep overnight, CM Brenner asks, “what about less than 10?”

**Staff Response:** Staff recommends deleting this definition, as it refers to a phrase that was used in earlier draft versions of the volcanic (lahar) hazard zone regulations. Council has developed their own regulations that no longer use this phrase so it can be deleted.

**ITEM 35 (Issue 235) (Brenner)**
Under “qualified professional,” the definition states that for performing a tree risk assessment one needs to be a certified arborist or certified tree professional with a current ISA Tree Risk Assessment Qualification, and CM Brenner asks whether a forester would qualify.

**Staff Response:** Yes, a forester would qualify as long as they are a certified tree professional with a current ISA Tree Risk Assessment Qualification.
Emails from Whatcom Conservation District re:
Conservation Farm Plan Thresholds

From: George Boggs <GBoggs@whatcomcd.org>
Sent: Tuesday, October 03, 2017 3:58 PM
To: Cliff Strong
Cc: Corina Cheever
Subject: RE: NRCS Standard

Thanks for the clarification Cliff.

As I recall, the 1 au/grazable acre that made it into the code was a Council policy call. While the District provided information that an acre of pasture could support/utilize more animal units (as per Corina’s & Kristen’s analysis), that Council didn’t feel comfortable including it in the standard farm plan option. This was a simplified pathway which did not require much any expertise as the landowner could do on their own. Landowners were not limited to 1 au/acre. If they wanted a greater density then they had to go the “custom” plan pathway. This afforded more complex protection alternatives. A custom plan could only be prepared by a qualified professional. That professional would complete the assessment with a more knowledgeable eye and expertise in adopting practices that adequately protected groundwater. Pasture management and nutrient management specifications would serve to protect groundwater.

I hope this history helps.

Cheers

Geo

From: Cliff Strong <CStrong@co.whatcom.wa.us>
Sent: Tuesday, October 03, 2017 3:32 PM
To: George Boggs <GBoggs@whatcomcd.org>
Cc: Corina Cheever <CCheever@whatcomcd.org>
Subject: RE: NRCS Standard

I agree with everything you’ve said, George. The question came up as part of the youth program exemption issue. We had suggested that Council just adopt one of our policies, which exempts the “dust” you mentioned, as follows:

(From my memo I gave them)

At your 9/12/17 workshop staff had suggested codifying PDS Policy PL1-85-004Z CPAL – Animal Threshold, Resource Priority as a way to address those with few animals. Council indicated that this wasn’t exactly what you were looking for in terms of exempting youth agricultural clubs. Nonetheless, it may still be a good idea to codify that policy, to read (amended since the last version):
16.16.814 Exemptions.
The following are exempt from having to obtain a Conservation Farm Plan:
A. Landowners who do not have critical areas on their property.
B. Landowners who keep agricultural activities out of the standard critical areas and their buffers.
C. Landowners who do not exceed a ratio of 1 animal unit per 3 grazable acres and manage their animals to avoid a direct discharge of sediment or fecal matter to surface waters. Indicators of direct discharge can include de-vegetated riparian area, unfenced access to a stream, or animal confinement areas adjacent to surface waters. This is a ratio of animal units to grazable acres and may be used on parcels of any size.
D. Youth agriculture education programs that promote the use of agriculture best management practices through the use of a checklist developed by the Whatcom County Conservation District in cooperation with Whatcom County.

Staff also recommends adding the following definition to 16.16.900 Definitions:

"Grazable acres" means both pasture and hayland as described in the Whatcom County Standard Farm Conservation Planning Workbook.

Some questions about exempting kids' clubs arose, such as:

1. What if the kids have more than 1 animal unit? Or what if they have less than 3 acres on which to raise their animals?
   Response: This has been addressed in the revised language above.

2. What should the upper limit on the number of exempted animals be?
   Response: Council did not provide any direction this question. However, staff suggests 6 animal units as proposed in the revised language above.

3. What if someone just says their animals are their kids' 4H (or other club's) project to get out of having to comply with the code?
   Response: There was general talk of having the kids have to read some educational materials and sign something attesting that it's a club project and promising to use BMPs, to which staff responded that that basically sounds like preparing a Type I Conservation Farm Plan (3 pages, self-filled, and free through the Whatcom Conservation District or Planning and Development Services).

4. Why would we exempt a certain class of people (kids in clubs) but not others with a small amount of animals? That doesn't seem fair.
   Response: Adopting the proposed 16.16.814 section above would treat all people in the same situation similarly.

Council then asked the ag representatives in the room to come up with some proposed language.

By the time of the meeting the ag reps hadn't come up with language, so they approved the above language. However, some of them thought we should allow more animals per acre in this exemption, and wanted to know where the 1 au/grazable acre came from. I could have sworn you'd said it was the standard used, where nutrients are balanced.
Thanks,

Cliff Strong  
Senior Planner  
Whatcom County Planning & Development Services

From: George Boggs [mailto:GBoggs@whatcomcd.org]  
Sent: Tuesday, October 03, 2017 2:41 PM  
To: Cliff Strong  
Cc: Corina Cheever  
Subject: RE: NRCS Standard

Hi Cliff,

We are not trying to make this hard for you.

First, don’t use the table for low productivity/high organics soil. The situations are few and far between and likely temporary. The easy fix is to renovate the pasture and engage in pasture management. It is an exceptional situation around which I would not craft an exemption.

Second, when you ask for a “threshold, below which one wouldn’t have to prepare a Conservation Farm Plan” we need to remember that there are other critical areas to be protected. Stocking rates, nutrient and pasture management protect CARAs. Other practices, like setbacks, protect riparian and wetland areas.

Third, I don’t believe we truly understand what types of operations you are thinking about. If this is the youth program exemption? If so, I am personally challenged to limit any of them on the basis of excess nutrients. Compared to all the livestock in Whatcom County, they are budget dust.

Finally, the County has exercised limited jurisdiction i.e. only requiring a farm plan when a permit is sought or County Inspectors actually see an animal(s) from the road where there it is clearly in a CAO. Regardless of who is keeping the animals (youth or adults) then an exemption should not shield them from observing standard buffers or developing and following the standard farm plan. In other words, it seems improvident to require more than one is willing to insist upon.

Cheers

George J. Boggs, JD

Executive Director  
Whatcom Conservation District  
P (360)526-2381 x 115  C (360)815-5342  
www.whatcomcd.org

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From: Corina Cheever  
Sent: Tuesday, October 03, 2017 2:12 PM  
To: Cliff Strong <CStrong@co.whatcom.wa.us>
CC: George Boggs <GBoggs@whatcomcd.org>
Subject: RE: NRCS Standard

I am going to start with the first 3 questions:

What does it mean to be a low v. high Nutrient Retention Scenario? Nutrient retention is referring to how the manure is stored prior to application, assuming collection when animals are not pastured in the winter months. Low nutrient retention would be a manure pile that is subject to run off and leaching (uncovered stock pile) and a high nutrient retention is manure which has been composted.

And what’s a low v. high productivity pasture? A low productivity pasture would probably be a field with poorer soils and/or less management which is not applying nutrients to meet the crop needs, so around 2 tons of forage production per year. A high productivity pasture tends to be a field with higher quality soils or a site where the landowner is actively managing pastures to maintain 3 inches of forage minimum and applying nutrients/fertilizers to meet the crop needs. 5 tons/acre is really pushing the productivity of a pasture.

Are these just based on soil type? No, the nutrient balance we do for each farm field is based on many factors including animal type, soil type, percent of time the animal spends on the pasture, how the manure is stored when the animal is off the pasture, the productivity of the pasture, and other factors.

And one last scenario in which the situation was manipulated to solve for 3 acres per horse, you have a combination of factors that although we can type in, would be very unlikely in real life. So here you have a situation of a high organic soil with high soil mineralization (Nitrogen available in the soil), application of composted manures and a low productivity pasture. In this scenario, your 1 horse would be producing 273% (3x the N needed) of Nitrogen needed for the pasture, so you would need more than 1 acre. But again, this is a very unlikely situation.

For a low productivity pasture (2 tons/acre), high organics soil

<table>
<thead>
<tr>
<th>Animal Type</th>
<th>% Nutrient Need Supplied By Animal Low Nutrient Retention Scenario</th>
<th>% Nutrient Need Supplied By Animal High Nutrient Retention Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horse</td>
<td>N – 133%, P – 121%, K – 29%</td>
<td>N – 273%, P – 139%, K – 34%</td>
</tr>
<tr>
<td>Beef (Medium Breed)</td>
<td>N – 155%, P – 211%, K – 73%</td>
<td>N – 378%, P – 242%, K – 85%</td>
</tr>
</tbody>
</table>

Does this answer your first three questions and help you understand how we are creating these scenarios to try and represent a more complex nutrient balance question?

Thanks,

Corina Cheever
Whatcom CD
360.526.2381 x104

From: Cliff Strong [mailto:CStrong@co.whatcom.wa.us]
Sent: Tuesday, October 03, 2017 1:37 PM
To: Corina Cheever <CCheever@whatcomcd.org>
Cc: George Boggs <GBoggs@whatcomcd.org>
Subject: RE: NRCS Standard

Hey Corina, thanks. Just a few questions.
- What does it mean to be a low v. high Nutrient Retention Scenario?
- And what’s a low v. high productivity pasture?
- Are these just based on soil type?

We’re basically trying to come up with a ratio of AU/gazable acre that could be used as a threshold, below which one wouldn’t have to prepare a Conservation Farm Plan. What would the WCD recommend that ratio be?

Thanks,

Cliff Strong
Senior Planner
Whatcom County Planning & Development Services

---

From: Corina Cheever [mailto:CCheever@whatcomcd.org]
Sent: Tuesday, October 03, 2017 1:29 PM
To: Cliff Strong
Cc: George Boggs
Subject: RE: NRCS Standard

Hi Cliff,

I am also not sure where the 1AU/3 grazable acres was documented, but back in June, we used an NRCS grazing tool to calculate some different pasture scenarios that might be of help to you. These scenarios provide nutrient balance minimum and maximum estimates based on a 1000lb horse versus a 1000lb beef cow. (1000lb = 1 Animal Unit) Manures from different animals have different nutrient values. We chose a horse and beef cow because those animals are most representative of what is being pastured in Whatcom County. Pastures are also not uniform across the county, so we duplicated the scenarios for a range of soil types and management levels.

**For a low productivity pasture (2 tons/acre):**

<table>
<thead>
<tr>
<th>Animal Type</th>
<th>% Nutrient Need Supplied By Animal Low Nutrient Retention Scenario</th>
<th>% Nutrient Need Supplied By Animal High Nutrient Retention Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horse</td>
<td>N – 30%, P – 121%, K – 29%</td>
<td>N – 61%, P – 139%, K – 34%</td>
</tr>
<tr>
<td>Beef (Medium Breed)</td>
<td>N – 35%, P – 211%, K – 73%</td>
<td>N – 84%, P – 242%, K – 85%</td>
</tr>
</tbody>
</table>

**For a high productivity pasture (5 tons/acre):**

<table>
<thead>
<tr>
<th>Animal Type</th>
<th>% Nutrient Need Supplied By Animal Low Nutrient Retention Scenario</th>
<th>% Nutrient Need Supplied By Animal High Nutrient Retention Scenario</th>
</tr>
</thead>
<tbody>
<tr>
<td>Horse</td>
<td>N – 12%, P – 49%, K – 12%</td>
<td>N – 24%, P – 56%, K – 14%</td>
</tr>
<tr>
<td>Beef (Medium Breed)</td>
<td>N – 14%, P – 84%, K – 29%</td>
<td>N – 34%, P – 97%, K – 34%</td>
</tr>
</tbody>
</table>

*N-nitrogen P-phosphorus and K-Potassium
*Nutrient retention is referring to how the manure is stored prior to application, assuming collection when animals are not pastured in the winter months.

What these tables show is the amount of nutrients provided per 1000lb of horse or beef per acre. In Whatcom County, our NRCS standard is to assess each field for its susceptibility of phosphorus runoff or leaching. The majority of these assessments across the county come back low, especially for smaller non-commercial farms so we do nutrient balance based on balancing for Nitrogen.
So taking the first example of a 1AU horse on a low productivity pasture, that horse manure is providing only 30% of the nitrogen needs of the forage crop. So in this scenario, you could have roughly 3 horses per grazable acre and still balance for Nitrogen needs of the low productivity pasture.

I am not sure if this is the kind of help you were looking for, but please email or call if you have more questions. I would be happy to talk through more of these scenarios or the NRCS nutrient balance tool we use.

Corina Cheever  
Natural Resource Specialist  
**Whatcom Conservation District**  
360-526-2381 ext. 104  
[www.whatcomcd.org](http://www.whatcomcd.org)

_from: George Boggs_  
**Sent:** Monday, October 02, 2017 4:35 PM  
**To:** Cliff Strong  
**Cc:** Corina Cheever  
**Subject:** FW: NRCS Standard

HI Cliff,

I’ve been swamped. Corina is back from training. I am asking her to help. I don’t know where the 1:3 ratio came from. In the last CAO update is was 1:1 for grazable acres the standard farm.

Geo

_from: Cliff Strong_  
**Sent:** Wednesday, September 27, 2017 9:05 AM  
**To:** George Boggs  
**Subject:** NRCS Standard

Hey George, yesterday the Council asked that I provide them with the documentation that shows that the nutrient balance is maintained at the standard of 1 animal unit/3 grazable acres. Could you point me in the right direction?

Thanks,

Cliff Strong  
Senior Planner  
Whatcom County Planning & Development Services
VIA U.S. MAIL AND EMAIL

Barry Buchanan  
Whatcom County Councilmember  
311 Grand Avenue, Suite 105  
Bellingham, WA 98225  
bbuchanan@co.whatcom.wa.us

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RE: CAO Update – Volcanic Hazard Zone Regulations – Mt. Baker Bibleway  
Camp Comments on Final Draft CAO

Dear Councilmembers:

I write, again, on behalf of the Mt. Baker Bibleway Camp (the “Camp”). I greatly appreciate that you took the time during your October 24, 2017 Committee of the Whole meeting to discuss my previous suggested changes to the proposed WCC 16.16.350 so that I could communicate the changes I intended by my prior revisions and to understand the concerns you had with my wording. As promised, below are proposed revisions to the Critical Areas Ordinance that meet the Camp’s concerns and, I hope, likewise meets some Councilmembers’ concerns with my prior suggested revisions.

The Camp proposes the following revisions to the current CAO draft ordinance:
16.16.320 Geologically Hazardous Areas – General Standards.

In addition to the applicable general protective measures found in WWC 16.16.265, the following requirements shall apply to all activities in geologically hazardous areas:

A. Generally. New developments shall be located and/or engineered and constructed to reduce risks to life, health, safety, and buildings, and not increase potential for landslides or erosion that could impact either other properties, public resources, or other critical areas. The County may impose conditions on development activity in a geologically hazardous area as needed to:

1. Protect human life and safety; and
2. Minimize the potential for property damage related to seismic events, erosion and/or landslides;
3. Minimize the need for stream or river bank or coastal bluff stabilization in the future;
4. Reduce public liabilities for damages associated with geologic hazards;
5. Protect slope stability and minimize erosion, seismic, and/or landslide hazard risks;
6. Maintain natural sediment and erosion processes that are integral to the health and sustainability of freshwater and marine ecosystems as well as minimizing impacts to stream, river, and coastal processes such as channel infill, channel migration, sediment transport, or flooding;

B. Impact Avoidance. Impact avoidance measures shall include, but not be limited to, locating the use/development outside of the hazard area, reducing the number, size or scale of buildings, driveways and other features; altering the configuration or layout of the proposed development; implementing special engineering methods for construction, drainage, runoff management etc.; foregoing construction of accessory structures; preserving native vegetation; and other feasible protective measures as determined by an alternatives analysis. For some geologic hazards (except for lahar hazards) impact avoidance may mean no development will be permitted on a property. So long as an applicant complies with WWC 16.16.350(B), the County shall not be permitted to require impact avoidance measures that reduce the number, size, or scale of buildings, driveways and other features; require the owner to forego construction of accessory structures; or prevent uses otherwise allowed per the property’s zoning district based solely on the property’s location within a lahar hazard zone.

C. Location of Alterations. New development shall be directed toward portions of a parcel or parcels under contiguous ownership that are not subject to, or at risk from, geological hazards (except for lahar hazards) and/or are outside any setback or buffer established by this Chapter.

AND

16.16.350 Volcanic Hazard Areas – Standards

B. Lahar Hazard Zones.
1. Subject to WCC 16.16.320(A, B, and C) and WCC 16.16.265, the following uses are allowed in any volcanic hazard areas:
   b. Accessory structures not involving human occupancy.
   c. Sewer collection facilities, communication facilities, and other utilities that are not likely to cause harm to people or the environment if inundated by a lahar. Underground utilities such as pipelines shall be allowed if demonstrated through a geotechnical analysis to be sufficiently buried as to not likely be damaged by scour caused by a lahar.
   d. Agricultural and forestry uses not including human habitation.

2. Subject to WCC 16.16.320(A, B, and C) and WCC 16.16.265, the following uses may be allowed in volcanic hazard areas subject to the submittal and approval of a Volcanic Hazard Emergency Management Plan meeting the requirements of subsection (B)(3); however, this requirement may be waived for properties located in an area with an estimated lahar arrival time of more than 60 minutes. The County will maintain travel time projection maps to estimate lahar approach times.
   b. All other uses allowed per the property's zoning district.

3. Where required by subsection (B)(2), a Volcanic Hazard Emergency Management Plan shall be submitted for approval and meet the following requirements:
   a. Is consistent with and integrated into a community emergency plan maintained by the Sheriff's Office of Emergency Management.
   b. Includes an emergency evacuation plan.
   c. Is required to be updated every 5 years.
   d. Evacuation route maps must be posted on the premises.

The above suggested revisions to WCC 16.16.320(B) would clarify that an applicant's right to construct buildings on their property would not be restricted or minimized by virtue of being located within a lahar hazard zone so long as they complied with WCC 16.16.350, i.e. obtained the required emergency plan. This addresses the Camp's concern that it be able to utilize its property for the zoned uses while at the same time keeps in place all of the County Council's desired notice on title, indemnification, evacuation planning, and evacuation notice provisions firmly in place.

Please contact me at your earliest convenience if you would like to discuss this suggested language.
Sincerely,

CHMELIK SITKIN & DAVIS P.S.

Seth A. Woolson
Amend the Resort Commercial District, amend the Planned Unit Development Chapter, and create a new Density Credits Chapter in the Whatcom County Zoning Code (Title 20).

**ATTACHMENTS:**

1. Memorandum
2. Draft Ordinance
3. Planning Commission minutes
4. Public Comment Letters

**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.)

Proposed amendments to the Whatcom County Code Zoning Code (Title 20) that would amend the Resort Commercial District, amend the Planned Unit Development Chapter, and create a new Density Credits Chapter. The proposal includes allowing increased single family residential density in the Resort Commercial zone in the Birch Bay Urban Growth Area if the developer purchases density credits. Funds taken in through the density credit program would be used in the County’s Agricultural Purchase of Development Rights Program.
Memorandum

October 23, 2017

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

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Assistant Director

RE: Density Credits / Birch Bay Small Lot Zoning (PLN2017-00010)

On May 25, 2017, the Whatcom County Planning Commission passed a motion requesting that “staff develop the Title 20 code to implement Policy 2BB-4 of the Comprehensive Plan, during the 2017 calendar year.” Whatcom County Comprehensive Plan Policy 2BB-4 states:

Birch Bay is unique with its traditional cottages on small lots that enhance the character of the area. In order to facilitate continuation of this traditional character, encourage small lot single family development in the Birch Bay UGA. Propose amendments to the Resort Commercial zoning district, applicable only to single family dwellings, that increase density to between 10 and 20 dwelling units/acre, reduce setbacks, and require pervious surfaces for driveways or other methods of stormwater infiltration.

The Whatcom County Comprehensive Plan also contains a number of goals & policies relating to conserving the agricultural land base, protecting rural character, and maintaining the Transfer of Development Rights (TDR) and Purchase of Development Rights (PDR) Programs.

When staff started drafting Zoning Code amendments to implement Policy 2BB-4, we considered tying a density increase in the Birch Bay Resort Commercial zone to TDRs. Given concerns about the complexity of the TDR program, we asked how the concept could be simplified in the proposal. We drafted a proposed new “Density Credits” chapter that would allow increased residential density in the Birch Bay Urban Growth Area (UGA) if the developer contributes funds to the County’s PDR Program. The proposed density credit program is entirely voluntary. If a developer chooses not to use the program, they can simply develop at the density currently allowed by the Zoning Code.
The Density Credit chapter, along with proposed changes to the Planned Unit Development (PUD) chapter, would allow doubling the density from 7 units/acre to 14 units/acre for single family residential development in the Birch Bay Resort Commercial zones if:

- The dwellings are located outside the floodplain; and
- No other residential density increases are granted; and
- Density credits are acquired.

The price for density credits would be set by the County Council. Any revenue raised from developers purchasing density credits to increase density would go to the County’s PDR program, which purchases easements from willing land owners to retire development rights in agricultural and rural areas.

The Whatcom County Planning Commission held a public hearing and considered this matter on September 28, 2017. The Planning Enabling Act requires that a recommendation by a planning commission must be by the “... affirmative vote of not less than a majority of the total members of the commission...” (RCW 36.70.400, underlining added for emphasis). The Planning Commission was unable to reach a majority vote on this matter. The Commission voted 4 in favor, 2 against, with 1 abstention (2 members were absent). The Commission did not achieve the required 5 vote majority necessary to forward a recommendation to Council. Therefore, we are bringing this matter to the Council without a Planning Commission recommendation. It should be noted that, prior to the Planning Commission’s final vote (which did not result in an overall recommendation), the Commission did make several changes to the proposal:

- Single Family Attached Dwellings – Currently, the Resort Commercial zoning district allows one single-family dwelling per lot of record (WCC 20.64.054(1)) at a density of 7 units/acre (WCC 20.64.261). Since some zoning districts make a distinction between single family detached dwellings and single family attached dwellings (e.g. WCC 20.20.051 and .052), the Planning Department has concluded that these are two different land uses. The Planning Commission added single-family attached dwellings at a base gross density of 7 units/acre as an expanded land use that may be permitted in the Resort Commercial zone through the PUD process (proposed WCC 20.85.053(4)(b)). This would allow subdivisions to accommodate single family dwellings with common walls (e.g. townhouses) on separate lots.

- Trails as a Permitted Use – Several land uses are allowed outright in a PUD, including community buildings, indoor recreation facilities, outdoor recreation facilities, and RV storage (WCC 20.85.052). The outdoor recreation category includes several examples, but does not include trails. The Planning Commission clarified that recreational trails are an allowed use in PUDs (proposed WCC 20.85.052(3)).
• Density Bonus for Trails - Density bonuses are allowed through the PUD permitting process. Currently, a density bonus of 10% is allowed for "... improvements to common open space that will serve the needs of the development’s residents..." Several examples of improvements are given, but they do not include trails. The Planning Commission clarified that the density bonus may be granted if recreational trails are constructed (proposed WCC 20.85.108(b)).

Even though the Planning Commission did not reach a majority recommendation on the overall proposal, they did agree on the above modifications. Therefore, these changes have been incorporated into the proposal.

Thank you for your review and consideration of the draft proposal. We look forward to discussing it with you.
ORDINANCE NO. ____________

ADOPTING WHATCOM COUNTY ZONING CODE
AMENDMENTS RELATING TO THE
RESORT COMMERCIAL DISTRICT, PLANNED UNIT DEVELOPMENT
CHAPTER, AND A NEW DENSITY CREDITS CHAPTER

WHEREAS, The County Council initiated proposed amendments to the Whatcom County Zoning Code, including amendments to implement the Comprehensive Plan, in March 2017; and

WHEREAS, The Whatcom County Planning Commission considered the proposed Zoning Code amendments on September 28, 2017; and

WHEREAS, The Whatcom County Planning Commission was unable to reach a majority recommendation on the proposed amendments; and

WHEREAS, The Whatcom County Council considered Comprehensive Plan Goals and Policies, staff recommendations, and public comments; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

Background Information

1. The subject proposal consists of the following amendments to the Official Whatcom County Zoning Ordinance (Title 20):
   a. Amending the Resort Commercial District (WCC 20.64);
   b. Amending the Planned Unit Development Chapter (WCC 20.85); and
   c. Creating a new Density Credits Chapter (WCC 20.91).

2. A Determination of Non-Significance was issued by the SEPA Responsible Official on August 25, 2017.

3. The Planning Commission held a public hearing on the subject amendments on September 28, 2017.

Page 1 of 6
4. Pursuant to WCC 20.90.050, proposed zoning code amendments are evaluated for consistency with the Whatcom County Comprehensive Plan.

**Urban Growth**

5. The Growth Management Act states “Each county . . . shall designate an urban growth area or areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature. . .” (RCW 36.70A.110(1)).

6. The subject amendments provide density bonuses for Resort Commercial zones located within the Birch Bay urban growth area (UGA) if certain criteria are met. At the current time, the only Resort Commercial zoning districts located within a UGA are in the Birch Bay UGA.

7. Whatcom County Comprehensive Plan policies relating to urban growth include:

   Policy 2A-1: Concentrate urban levels of development within designated urban growth areas.

   Policy 3C-6: In UGAs, consider easing lot consolidation criteria, increasing density, and decreasing minimum lot sizes, in the interest of serving housing affordability.

   Policy 3G-4: Allow development of smaller lots and creative options.

8. Whatcom County Comprehensive Plan Policy 2BB-4 specifically relates to the Birch Bay UGA, indicating:

   Birch Bay is unique with its traditional cottages on small lots that enhance the character of the area. In order to facilitate continuation of this traditional character, encourage small lot single family development in the Birch Bay UGA. Propose amendments to the Resort Commercial zoning district, applicable only to single family dwellings, that increase density to between 10 and 20 dwelling units/acre, reduce setbacks, and require pervious surfaces for driveways or other methods of stormwater infiltration.

9. Comprehensive Plan Policy 2BB-4 addresses increasing single family residential density in the Resort Commercial zoning district. This zoning district currently allows single family residential developments at a gross density of 7 dwellings per acre when public water and sewer are available (WCC 20.64.261 and .271). The subject amendments to the Planned Unit Development Chapter of the Zoning Code would allow a density bonus to double the gross density to 14 single family dwellings per acre (100% increase) in Resort Commercial zoning districts located within the Birch Bay
UGA. To acquire this density bonus, a developer would purchase density credits from Whatcom County. Any density credit revenues would be used in the Agricultural Purchase of Development Rights Program (WCC 3.25A).


11. Comprehensive Plan Policy 2BB-4 addresses stormwater infiltration. The Birch Bay UGA is covered by the Western Washington Phase II Municipal Stormwater Permit, which was issued by the State Department of Ecology in compliance with the Federal Clean Water Act and the State Water Pollution Control Law (RCW 90.48). As a NPDES Phase II permit area, the Washington State Department of Ecology’s 2012 Stormwater Management Manual for Western Washington (amended in 2014) applies to the Birch Bay UGA (WCC 20.80.630(1)). The Stormwater Management Manual states that construction of an infiltration facility is the “preferred option” but is feasible only where more porous soils are available (Volume 1, Chapter 1, p. 9). Furthermore, the Stormwater Management Manual indicates that one of the major changes from the last manual is revised guidelines on designing infiltration facilities (p. i). The Stormwater Management Manual already addresses infiltration. Therefore, no additional infiltration requirements are proposed in the subject Zoning Code amendment.

12. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by concentrating urban levels of growth in UGAs, increasing density, allowing smaller lots, and providing creative options for developers in a UGA.

**Rural and Agricultural Areas**

13. Whatcom County Comprehensive Plan goals and policies relating to development in rural and agricultural areas include:

Goal 2DD: Retain the character and lifestyle of rural Whatcom County.

Goal 8A: Conserve and enhance Whatcom County’s agricultural land base for the continued production of food and fiber.

Policy 8A-2: Maintain a working agricultural land base sufficient to support a viable local agricultural industry by considering the impacts to farmers and agricultural lands as part of the legislative decision making process. Measures that can be taken to support working farms and maintain the agricultural land base should include:

... Maintaining a Purchase of Development Rights (PDR) program that facilitates the removal of development rights from productive farmland and provides permanent protection
of those agricultural lands through the use of conservation easements or other legal mechanisms. . .

14. The Whatcom County Comprehensive Plan seeks to retain rural character and conserve agricultural lands. These goals and policies are primarily implemented through the Whatcom County Zoning Code, which restricts the uses and densities allowed in rural and agricultural areas. However, the County also adopted an "Agricultural Purchase of Development Rights Program" in 2002 (WCC 3.25A). The purpose of this program is:

To establish a voluntary agricultural purchase of development rights program for Whatcom County which will enhance the protection of the county’s farmland, enhance the long-term viability of the agricultural enterprises within the county and provide public benefit by retaining properties in permanent resource use (WCC 3.25A.020).

15. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by providing developer incentives to voluntarily contribute funds that would be utilized in the Agricultural Purchase of Development Rights Program, thereby preserving rural character and agricultural lands.

16. In the past, the Agricultural Purchase of Development Rights Program has received matching funds to purchase conservation easements (primarily from the federal government). Therefore, the potential exists to leverage additional matching funds with dollars from the new density credit program.

Incentives

17. Whatcom County Comprehensive Plan policies relating to incentives include:

Policy 2F-3: Revise regulations to include incentive programs.

Policy 2F-4: Review and adopt, where appropriate, incentive programs such as cluster density bonuses in urban growth areas, purchase of development rights, transfer of development rights, and tax deferrals.

Policy 2UU-4: Support the retention of open space and open space corridors through the use of education and incentives, such as purchase or transfer of development rights, density bonuses within UGAs, cluster development, and acquisition of easements.

Policy 2UU-5: Augment land use regulations by engaging in a proactive program of public investment, landowner incentives, and other actions aimed at preserving open space.
18. The subject amendments provide density bonus provisions, which are entirely optional. A developer may choose to develop at the existing base densities allowed by the Resort Commercial zoning district, which are not being changed by this amendment. Alternatively, a developer may choose to utilize the density bonus provisions that allow additional single family dwellings on a site through the purchase of density credits.

19. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by providing a voluntary incentive that would allow increased density in the Birch Bay UGA while contributing to preservation of rural and agricultural lands.

Floodplains

20. Whatcom County Comprehensive Plan goals and policies relating to development in flood areas include:

Goal 2K: Discourage development in areas prone to flooding.

Policy 10E-9: Discourage new development in the floodplain.

21. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan because they do not allow density bonuses in the 100 year floodplain.

CONCLUSION

The subject amendments are consistent with the goals and policies of the Whatcom County Comprehensive Plan.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Amendments to the Resort Commercial District of the Whatcom County Zoning Code (Title 20) are hereby adopted as shown on Exhibit A.

Section 2. Amendments to the Planned Unit Development Chapter of the Whatcom County Zoning Code (Title 20) are hereby adopted as shown on Exhibit B.

Section 3. A new Density Credits Chapter in the Whatcom County Zoning Code (Title 20) is hereby adopted as shown on Exhibit C.

Section 4. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this ______ day of ____________, 2017.

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: _________________________

Page 6 of 6
Resort Commercial (RC) District - Amendments

Amend the Resort Commercial District (WCC 20.64) as follows:

20.64.260 Maximum gross density.

Maximum gross density varies according to the availability of public water and/or public sewer. Where public water service is not provided, the maximum density for dwelling units, or dwelling unit equivalent as determined by the Whatcom County health department, shall be one dwelling/five acres. Where public water service is provided but public sewer is not provided, the maximum density for dwelling units, or dwelling unit equivalent as determined by the Whatcom County health department, shall be two per acre unless the health department finds that conditions require a lower density. The following densities apply only where both public sewer and public water serve the project:

.261 Single-family dwellings and duplexes shall not exceed a density of seven units per acre.

... (No changes to the rest of the section).

RATIONALE: At the current time, WCC 20.64.260 does not state whether maximum densities are based upon gross acres or net acres. However, WCC 20.64.271 indicates that the density figures are gross densities. WCC 20.64.260 should be amended to clarify that it refers to gross densities.
Exhibit B

Planned Unit Development (PUD) - Amendments

Amend the PUD Chapter (WCC 20.85) as follows:

20.85.050 Permitted uses.

.051 Uses outright permitted in a planned unit development shall include permitted, accessory and conditional uses allowed in the underlying zone district(s) and such other uses as provided in WCC 20.85.052 to 20.85.055. For areas located within a Water Resource Protection Overlay District, the more restrictive use provisions of Chapter 20.71 WCC shall apply.

.052 In addition to the uses allowed in the underlying zone, the following uses shall be allowed outright where they are only serving the development and where all other applicable standards are met:

(1) Community building;

(2) Indoor recreation facility including athletic club or fitness center, racquetball court, swimming pool, tennis court, or other similar uses;

(3) Outdoor recreation facility including swimming pool, tennis court, recreational trail, or similar use; and

(4) Recreation vehicle storage area.

.053 A planned unit development may add land use activities as follows; provided the criteria of WCC 20.85.054 are met:

(1) For the Urban Residential, Residential Rural and Rural zones, multifamily dwellings consistent with the density requirements of the underlying zone except as that may be modified by the provisions of WCC 20.85.108. The number of units attached may be greater than would otherwise be allowed by the underlying zoning;

RATIONALE: The PUD Chapter is applicable within urban growth areas (UGAs). There are no longer any “Residential Rural” zoning districts within UGAs.
(2) For the Urban Residential and Urban Residential Medium zones, those uses allowed in the Neighborhood Commercial zone are also permitted. In addition, both resort and nonresort-oriented transient accommodations, such as inns or hotels may be permitted; provided, that:

(a) The total number of sleeping units shall not exceed 50 percent of the total number of dwelling units that would be allowed on the property by the underlying zone regulations;

(b) Each sleeping unit shall count as one dwelling unit for the purpose of determining the total number of dwelling and sleeping units in combination permitted on the property;

(c) It can be demonstrated that the overall development will not generate more traffic than conventional residential development at the density allowed in the zone;

(3) For the General Commercial zone, those uses allowed in the Urban Residential Medium zone are appropriate;

(4) For the Resort Commercial zone:

(a) Multiple single-family dwellings per lot are permitted if developed as condominiums under state law; and

(b) Single-family attached dwellings (at a base gross density of seven units/acre); and

RATIONALE: At the current time, WCC 20.85.053 does not address adding land use activities for the Resort Commercial zone. Additionally, the Resort Commercial zone allows one single-family dwelling per lot of record (WCC 20.64.054). Some property owners may want to develop their sites as condominiums instead of subdivisions. This amendment would allow such an arrangement. It would also allow single family attached dwellings, such as townhouses, through the PUD permitting process. Single family attached dwellings would be allowed at the same base density as single family detached dwellings under WCC 20.64.261 (seven units/acre).

(54) For the Light Impact Industrial zone, those uses allowed in the Urban Residential Medium, Neighborhood Commercial and/or General Commercial zones are appropriate; and
(5) For the Forestry zone, those uses allowed in the Rural and Residential Rural zones are appropriate.

RATIONALE: PUDs are only allowed in UGAs. There is only one Rural Forestry zone in a UGA (Columbia Valley) and it is planned for eventual light impact industrial uses.

.054 In order to expand uses allowed in WCC 20.85.053, the applicant shall demonstrate:

(1) That the primary land use activity of the planned unit development shall be those uses allowed by the underlying zone district;

(2) That the expanded uses will benefit and serve the residents or employees of the proposed development; and

(3) That all other applicable approval criteria and standards are met.

.055 Where a proposed development is located in two or more zone districts, the uses allowed in the applicable districts may be located on any portion of the site; provided, that all applicable standards are met.

.056 For purposes of determining appropriate standards, the requirements of the zone district allowing the use would apply. If the use is allowed by two or more districts, the lesser standards would apply. (Ord. 2004-007 § 1, 2004; Ord. 2003-049 § 1, 2003; Ord. 97-061, 1997; Ord. 96-056 Att. A § V1, 1996; Ord. 89-55, 1989).

**20.85.108 Density increases.**

(1) The county may approve an increase of dwelling unit density for residential development, or floor area for commercial and industrial activities of not more than 35 percent greater than that permitted by the underlying zone rounded to the nearest whole number. Note: Properties located within a Water Resource Protection Overlay District shall not be eligible for a dwelling unit density increase. Density increases shall be governed by the following factors, and are to be treated as additive, and not compounded:

(a) A 15 percent increase in base density for meeting the requirements of this chapter.
(b) A 10 percent increase in base density for improvements to common open space that will serve the needs of the development's residents and would include such facilities as play areas with equipment, basketball courts, handball courts, ball fields, tennis courts, or swimming pools, or recreational trails. Usable open space on the roof of a building may qualify as improved open space.

(c) A 10 percent increase in base density for preservation or restoration of historically or architecturally significant structures, or for preservation of significant natural features. The burden of designation of such structures or features as significant shall be upon the applicant, unless such structures or features are already identified as worthy of preservation in the Comprehensive Plan, Parks Plan, other official documents, or on a local, state or national register. Final determination as to significance shall be made by the planning director at the earliest possible time and no later than the technical committee review.

(d) A 10 percent increase in base density for the design and construction of energy-efficient buildings which will reduce consumption to 75 percent or less of energy demand per square foot per year for space and water heating in a standard building built to the Washington State Energy Code.

(e) A 10 percent increase in base density for the use of energy from a renewable source exclusively serving the project to provide at least 20 percent of the combined space and water heating needs of the structures proposed in the project. Access to the energy source must be protected through site design and protective covenants or easements. Water heating needs shall be based on energy requirements on an annual basis.

(f) A 15 percent increase in the base density for the creation and preservation of significant public access on shorelines.

(g) Single-family and multifamily development projects located in urban residential zoning districts that utilize rear lane or "alley" garage access may be granted a 15 percent increase in base density, provided:

(i) Garages are located with direct maneuvering off of the alley; and

(ii) Front porches are included as part of the front building facade; and

(iii) Site development conforms to low impact development standards as adopted by Whatcom County in place at time of application.

(2) For purposes of determining conformance with subsections (1)(d) and (e) of this section, the energy efficiency of the structures or energy contribution of total
energy usage shall be calculated using an analytical procedure generally recognized by the Washington State Energy Office as reasonably representative of the expected energy performance. This detailed information shall be provided as part of the final review process of WCC 20.85.365.

(3) Transfer of development rights shall be utilized within designated density transfer receiving areas as shown on the official Whatcom County zoning map to achieve the allowed maximum density prior to the utilization of the density bonus provisions of this chapter.

(4) In a Resort Commercial zoning district located within the Birch Bay UGA, the County may approve an increase of dwelling unit density for single family dwellings of not more than 100 percent greater than that permitted by the underlying zone, rounded to the nearest whole number, if the following criteria are met:

(a) The dwellings are located outside the floodplain; and

(b) No density increases for residential development are granted pursuant to WCC 20.85.108(1); and

(c) Density credits are acquired pursuant to WCC 20.91.


RATIONALE: The Resort Commercial zone allows a maximum gross density of 7 dwellings per acre for single family residential developments. Comprehensive Plan Policy 2BB-4 indicates that allowed density should be increased to between 10 and 20 dwellings per acre. A 100% increase in 7 dwellings per gross acre would be 14 dwellings gross acre. Gross density is calculated on the entire area of the parcel (before deducting wetlands, area for roads, area for stormwater facilities, etc.). Net densities take into account these deductions. Two examples are provided below:

- If 30% of a site was taken up by wetlands and infrastructure, 14 dwellings per gross acre would be equivalent to 20 dwellings per net buildable acre (if within a subdivision, average lot size would be 2,178 square feet).
- If 40% of a site was taken up by wetlands and infrastructure, 14 dwellings per gross acre would be equivalent to 23 dwellings per net buildable acre (if within a subdivision, average lot size would be 1,894 square feet).
Exhibit C

Density Credits – New Section

Create a new Density Credits chapter (WCC 20.91) as follows:

NOTE: The text below is entirely new. Underlines have been omitted to make reading the text easier.

Chapter 20.91
DENSITY CREDITS

Sections:

20.91.010 Purpose.

20.91.020 Developer Incentives.

20.91.030 Density Credit Price and Timing.

20.91.010 Purpose.

The overall purposes of this chapter are to incentivize increased land use intensity in urban growth areas and decrease residential density in agricultural and rural areas by authorizing density credits. Density credits allow increased density in exchange for a voluntary contribution towards preserving agricultural lands and open space. This is accomplished through a voluntary payment of funds to Whatcom County for use in the Agricultural Purchase of Development Rights Program (WCC 3.25A) in order to allow a higher density as specifically set forth in the Whatcom County Zoning Code.

Rationale: This section provides the purpose of the new Density Credit chapter of the Zoning Code. This is an entirely optional provision that may be used by developers to achieve higher densities if they voluntarily agree to provide a contribution towards preservation of agricultural lands in the County. This is similar to the concept of allowing increased density through transfer of development rights, but it is a simpler process. Density credits are not required if a land owner chooses to develop at the density currently allowed by the Zoning Code.
20.91.020 Developer Incentives.

Density credits may be used to gain the following benefits:

(1) Resort Commercial Zone in the Birch Bay Urban Growth Area – Each density credit purchased allows one additional single family residential dwelling in the Resort Commercial zone up to the limit on total dwelling units set by WCC 20.85.108.

Example: A 10 acre site in the Resort Commercial zone could be developed with 70 single family dwellings under the current zoning regulations (at density of 7 dwellings per gross acre). The PUD provisions would allow doubling this to 140 units (if density credits are used and other criteria are met). In this theoretical scenario, the developer would need to purchase 70 density credits to obtain the 70 bonus dwelling units.

20.91.030 Density Credit Price and Timing.

The price per density credit is set by the County Council in the Unified Fee Schedule. If a developer using density credits is granted initial PUD approval pursuant to WCC 20.85.340, the required number of density credits shall be purchased from Whatcom County prior to final PUD approval under WCC 20.85.365.

Rationale: The County Council typically updates the Unified Fee Schedule at least every two years (along with the budget). Reviewing the density credit price on a periodic basis would allow the Council to consider issues such as inflation, the state of the economy, and housing prices.
Regular Meeting

September 28, 2017

Call To Order: The meeting was called to order, by Whatcom County Planning Commission Vice-Chair, Kelvin Barton, in the Whatcom County Northwest Annex at 6:30 p.m.

Roll Call
Present: Natalie McClendon, Gary Honcoop, David Hunter, Kelvin Barton, Atul Deshmane, Kate Blystone, Dominic Moceri
Absent: Nicole Oliver, Andy Rawlson

Staff Present: Gary Davis, Matt Aamot, Amy Keenan, Nick Smith, Royce Buckingham-Prosecutor’s Office, Becky Boxx

Open Session for Public Comment

Larry Davis, Whatcom County: Addressed the commission as the commissioner for Water District #13 in the Columbia Valley. He would like the commission to take a closer look at continued growth within the Kendall area. Red Mountain Reserves has started clearing land in preparation for new home construction. Balfour Village will soon follow. The problem Water District #13 faces is they have limited water connections. This growth will place them close to their DOE permit limit which will prompt them to upgrade their sewer plan. The cost of the upgrade will be about ten million dollars which they do not have. The water and sewer district will have to issue bonds. Their Compromise Plan shows that by 2022 this community will have to raise sewer rates by 60 percent in order to service that debt. The revenue models in their plan are contingent upon two sources of income; monthly service charges and hookup fees charged to new homes. If at any time in that planning period they enter into another recession the district’s hookup fee income will drop leaving the ratepayers to make up the difference. The worst case scenario is a tripling of sewer rates in the area.

In the 1980s the water district faced bankruptcy and it could soon be in the same circumstances because of too much debt and too few homes and customers.

Commissioner Comments

There were no commissioner comments.

Public Hearing

File #PLN2017-00010: Proposed amendments to the Whatcom County Code Title 20 Zoning that would amend the Resort Commercial District (RC), amend the Planned Unit Development Chapter, and create a new Density Credits Chapter.

Matt Aamot presented the staff report.

The Growth Management Act (GMA) required counties to designate Urban Growth Areas (UGAs) and encourages urban development in UGAs.
TERRY DAUGHTERS AND JOEEN DAUGHTERS, OWNERS OF PROPERTY ADJACENT TO A WHATCOM COUNTY-OWNED PROPERTY, HAVE REQUESTED AN EASEMENT OVER A PORTION OF COUNTY-OWNED PROPERTY FOR THE OCCUPATION AND MAINTENANCE OF EXISTING LANDSCAPING, PLANTS, FENCING, AND CONCRETE PAVERS, AND ALLOWING FOR THE INSTALLATION AND MAINTENANCE OF SIMILAR FUTURE LANDSCAPING AND RELATED FEATURES. WHATCOM COUNTY PUBLIC WORKS RECOMMENDS SELLING THE EASEMENT.

COMMITTEE ACTION:

COUNCIL ACTION:
10/24/2017: Introduced 7-0
MEMORANDUM

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

Through: Jon Hutchings, Director of Public Works

From: Andrew Hester, Real Estate Coordinator

Date: October 9, 2017

Re: A Resolution Approving the Sale of an Easement

Enclosed is a resolution requesting the approval of an easement over a portion of Whatcom County property.

**Requested Action**
Public Works respectfully requests that the Whatcom County Council hold a public hearing and take action on the proposed resolution to approve an easement over a portion of Whatcom County property.

**Background and Purpose**
Terry Daughters and Joen Daughters, owners of property adjacent to a Whatcom County-owned property, have requested an easement over a portion of County-owned property for the occupation and maintenance of existing landscaping, plants, fencing, and concrete pavers, and allowing for the installation and maintenance of similar future landscaping and related features. Whatcom County Public Works recommends selling the easement.

**Funding Amount and Source**
The property owners are responsible for paying all costs associated with the easement including compensating Whatcom County $63,400.00 for the easement as valued by an appraisal. No County funds have been expended to secure this easement.

Please contact me at extension 6216 if you have any questions or concerns regarding this resolution.

Encl.
RESOLUTION NO. ______

A RESOLUTION APPROVING THE SALE OF AN EASEMENT

WHEREAS, Whatcom County owns a property off of Lummi View Drive known as the "Emma Road Property", tax parcel number 380134 309112 0000; and

WHEREAS, Terry Daughters and Joen Daughters ("Grantees") own property identified as tax parcel number 380134 309108 0000 that is adjacent to the "Emma Road Property"; and

WHEREAS, the Grantees and the former owners of the Grantees' property have used and occupied a portion of the "Emma Road Property" for decades for the purposes of landscaping and related activities; and

WHEREAS, Public Works and the Grantees wish to formally resolve these encroachments; and

WHEREAS, while the County Code does not specifically address the procedure for conveying a limited interest in County property, this matter has been reviewed by the Property Management Committee; and

WHEREAS, Public Works is supportive of granting an easement to the Grantees for the purposes of the use and occupation of a portion of the "Emma Road Property" for landscaping and related activities to resolve these encroachments; and

WHEREAS, as compensation for the easement the Grantees will be required to pay Whatcom County $63,400.00 as valued by an appraisal; and

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Executive is authorized to conclude the sale of the easement as set forth in Exhibit A to the Grantees subject to full payment and to the terms and conditions of the easement.

APPROVED this _____ day of ______________, 2017

ATTEST:

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

______________________________

Dana Brown-Davis, County Clerk

______________________________

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

______________________________

Chief Civil Deputy Prosecutor
EXHIBIT A

After recording return document to:

Whatcom County Public Works
322 N. Commercial, Suite 210
Bellingham, WA 98225

Document Title: EASEMENT
Reference Number of Related Documents: None
Grantor: Whatcom County
Grantee: Terry A. Daughters and Joeen K. Daughters
Legal Description: Ptn of Lot 1, Blk 2, Plat of Gooseberry Point, S34, T38N, R1E W.M.
Assessor’s Tax Parcel Numbers: 380134 309112 0000; 380134 309108 0000

EASEMENT

THIS EASEMENT (hereinafter the “Easement”) is made this ___ day of _______ 2017, by and between WHATCOM COUNTY, A WASHINGTON MUNICIPAL CORPORATION, herein the “Grantor” and TERRY A. DAUGHTERS AND JOEEN K. DAUGHTERS, HUSBAND AND WIFE, herein the “Grantees.”

RECITALS

A. Grantor owns certain real property situated in Whatcom County, Washington, legally described as follows:

LOT 1, BLOCK 2, “PLAT OF GOOSEBERRY POINT,” WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN BOOK 7 OF PLATS, IN THE AUDITOR’S OFFICE OF SAID COUNTY AND STATE.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

Tax Parcel No: 380134 309112 0000
Hereinafter “Burdened Property.”

Page 1 of 6 Pages
EASEMENT

B. Grantees own certain real property situated in Whatcom County, Washington, legally described as follows:

LOT 2, BLOCK 2, “PLAT OF GOOSEBERRY POINT,” WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN BOOK 7 OF PLATS, PAGE 90, IN THE AUDITOR’S OFFICE OF SAID COUNTY AND STATE.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

Tax Parcel No. 380134 309108 0000
Hereinafter “Benefited Property.”

C. With this Easement, the Grantor intends to allow the Grantees the continued use of the Burdened Property for the occupation and maintenance of existing landscaping, plants, fencing, and concrete pavers as depicted in Record of Survey recorded under Whatcom County Auditor’s File No. 2016-0901351 and as legally described in Attachment “A” and depicted on Attachment “B” (hereinafter the “Easement Area”). Both Attachments “A” and “B” are attached hereto and incorporated herein by reference.

NOW, THEREFORE, the parties agree as follows:

EASEMENT

1. Easement. Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other valuable consideration, hereby grants and conveys to the Grantees a perpetual, exclusive easement across, over, and under the Easement Area for the occupation and maintenance of existing landscaping, plants, fencing, and concrete pavers, and allowing for the Grantee to install and maintain similar future landscaping and related features in the Easement Area to maintain the current level of use, remove trees within the Easement Area and install and maintain a fence on the boundary of the Easement Area. For the purposes of this Easement, exclusive shall mean (1) that it is an appurtenant easement that shall run with the land, (2) that the Grantee shall have the dominant estate and the Grantor’s interests in the Easement Area shall be a subservient estate, (2) that Whatcom County shall not grant any easement, franchise or license or right to use or occupy the Easement Area to any other party, individual or entity, and (3) Whatcom County shall not use the Easement Area in any manner unless it first provides written notice to the Grantee at least 30 days in advance, and then may only use the
EASEMENT

Easement Area to install and operate underground utilities that do not interfere with any underground service lines to the residential structure on the Grantee’s property, and shall at its sole cost restore the improvements and landscaping within the Easement Area to the same or similar condition as existed at the time of the notice to the Grantee.

2. **Benefit.** The Easement granted herein is for the benefit of the Grantees and any heirs, assigns, successors to, and personal representatives of the Grantees.

3. **Maintenance and Repair.** Grantor has no liability nor responsibility for maintaining or repairing the landscaping, plants, fencing, and concrete pavers, except as provided in Section 1 above.

4. **Termination for Breach.** In the event Grantees breach or fail to perform or observe any of the terms and conditions herein, and fail to cure such breach or default within ninety (90) days of Grantor giving Grantees written notice thereof, or within such other period of time as may be reasonable in the circumstances, Grantor may terminate Grantees’ rights under this Easement in addition to and not in limitation of any other remedy of Grantor at law or in equity, and the failure of Grantor to exercise such right at any time shall not waive Grantor’s right to terminate for any future breach or default.

5. **Termination for Cessation of Use.** In the event Grantees cease to use the Easement Area for a period of five (5) successive years, this agreement and all Grantees’ rights hereunder shall automatically terminate and revert to Grantor.

6. **Release and Indemnity.** Grantees do hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, cost, damage, expense, actions and claims, including costs and reasonable attorney’s fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantees and Grantees’ agents, employees, and contractors in the exercise of the rights granted herein. If liability arises out of bodily injury or death to persons or damage to property as a result of the concurrent negligence of Grantees, their agents or their employees, and of Grantor, its agents or its employees, Grantees are responsible for indemnification only to the degree and extent of the negligence of Grantees, their agents, or their employees. However, this paragraph does not purport to indemnify Grantor against liability caused by or resulting from the negligence of Grantor or Grantor’s agents or employees.

7. **Title.** The rights granted herein are subject to permits, leases, licenses, and easements, if any, heretofore granted by Grantor affecting Grantor’s property subject to this agreement. Grantor does not warrant title to Grantor’s property and shall not be liable for defects thereto or failure thereof.

8. **Binding effect.** In all respects, the provisions of this Easement shall be construed and interpreted as covenants which run with and are pertinent to the land of the parties above described, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.
EASEMENT

9. **No waiver.** Failure to enforce any provision of this Easement shall not operate as a waiver of any such provision.

10. **Severability.** Invalidation of any of the provisions of this Easement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

11. **Entire agreement.** This Easement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.
EASEMENT

Grantor: WHATCOM COUNTY

______________________________ Date: ______________________
Jack Louws, County Executive

STATE OF WASHINGTON )
:\ ss
COUNTY OF WHATCOM )

On this ______ day of ____________________, 2017, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, a municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Whatcom County, for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of Whatcom County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

__________________________
Notary Public in and for the State of Washington

Residing at ______________________

My commission expires __________________

Approved as to form:
Prosecuting Attorney’s Office

[Signature]
Daniel L. Gibson, Chief Civil Deputy Prosecutor

Date: 10/12/17

Page 5 of 6
EASEMENT

Grantee:

______________________________ Date:
Terry A. Daughters

______________________________ Date:
Jooen K. Daughters

STATE OF WASHINGTON  )
    : ss
County of ________________ )

On this ________________ day of ___________ 2017,
before me personally appeared Terry A. Daughters and Jooen K. Daughters, to me
known to be the individuals described herein and who executed the foregoing
instrument, and acknowledged 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 the day and year last above written.

______________________________
Printed Name:
Notary Public in and for the State of
Washington,
residing at ______________________
My commission expires ____________

Page 6 of 6
Attachment A

DAUGHTERS
EASEMENT AREA DESCRIPTION
October 3, 2017

That certain portion of Lot 1, Block 2, "Plat of Gooseberry Point", according to the plat thereof recorded in Volume 7 of plats, Pages 90, records Whatcom County and State of Washington being more particularly described as follows:

Beginning at the Southeast Corner of said Lot 1, thence along the Easterly Lot Line of said Lot 1 and the Westerly right-of-way line of Lummi Shore Road along a curve to the right having a radial bearing of South 86° 24' 04" East, a radius of 1310.00 feet, a delta angle of 01° 06' 20" and an arc distance of 25.28 feet; thence leaving said Easterly lot line North 89° 50' 39" West, for a distance of 121 feet more or less to a point on the Westerly lot line of said Lot 1; thence Southerly along said Westerly lot line to the Southwesterly Corner of said Lot 1; thence along the Southerly lot line of said Lot 1 and the Northerly lot line of Lot 2, Block 2 North 88° 28' 26" East for a distance of 121 feet more or less to the Southeast Corner of said Lot 1 and the point of beginning.

TOGETHER WITH AND SUBJECT TO: all Conditions and Stipulations, General and Specific Exceptions, as well as Easements, Covenants, Rights and Restrictions of Record.

BASIS OF BEARING: that certain Record of Survey for Lot 1 Block 2 "Plat of Gooseberry Point" A.F.# 2016-0901351.

AUTHOR'S NOTE: The above easement description was prepared by Ayers Consulting, LLC at the specific request of the client. The above easement description is not intended to be complete as to all other easements, restrictions and reservations of record that may exist for the subject easement. (In addition, see Easement Exhibit Map provided to the client with this Easement Area Description)
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
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<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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|               |         |         |                                 |             |              |
| Dept. Head:    |         |         |                                 |             |              |
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| Prosecutor:    |         |         |                                 |             |              |
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| Purchasing/Budget: |   |         |                                 |             |              |
|               |         |         |                                 |             |              |
| Executive:     |         |         |                                 |             |              |
|               |         |         |                                 |             |              |

RECEIVED
OCT 31 2017
WHATCOM COUNTY COUNCIL

TITLE OF DOCUMENT:
Request for County Council confirmation for County Executive’s appointment of Stark Follis for Public Defender effective 1/1/18, pursuant to Whatcom County Code section 2.09.100

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.)

Starck Follis has served as the Chief Deputy for Whatcom County’s Public Defender’s Office since 2011. Prior to working for Whatcom County, Starck was a Partner at Resick, Hansen & Follis where he served as a private criminal defense lawyer for 20 years. Starck also worked for Skagit County’s Public Defender’s Office for five years. Starck is a member in good standing of the Washington State Bar Association. He obtained his Juris Doctor degree from Seattle University School of Law.

The appointment of Stark Follis is supported by members of the Whatcom County’s Public Defense Advisory Committee, which served as the screening committee for the selection process.

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:
Reactivation of the Wildlife Advisory Committee

ATTACHMENTS:
Memo, Draft 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.)
Proposal to reactivate the Wildlife Advisory Committee to continue working on wildlife related issues and opportunities.

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:       Honorable County Councilmembers
          Honorable Executive Louws

THROUGH: Mark Personius, Assistant Director, Whatcom County PDS

FROM:    Chris Elder, Planner

DATE:    10/23/2017

SUBJECT: REACTIVATION OF THE WILDLIFE ADVISORY COMMITTEE

The Whatcom County Wildlife Advisory Committee presented the 2017 Ecosystem Report to the Natural Resources Committee of the Council on Sept. 12, 2017. One of the recommendations within the 2017 Ecosystem Report was to extend the duration of the Wildlife Advisory Committee. During discussion at the Natural Resource Committee, councilmembers expressed their interest to reactivate the Wildlife Advisory Committee and have committee members, as one of their first tasks, reassess the full list of recommendations identified in the Ecosystem Report and come back to Council with a more strategic or targeted list including any specific financial requests associated with that list.

Respectfully, members of the Wildlife Advisory Committee request County Council reactivate the Wildlife Advisory Committee, so that the committee may continue working on wildlife related issues and opportunities in Whatcom County.
ORDINANCE NO. ________

AMENDING WHATCOM COUNTY CODE 2.118, REACTIVATING THE WHATCOM COUNTY WILDLIFE ADVISORY COMMITTEE

WHEREAS, the Washington State Growth Management Act (GMA) requires Whatcom County to engage in comprehensive land use planning; and

WHEREAS, the GMA indicates that Whatcom County’s comprehensive land use planning efforts should foster land use patterns and develop a local vision of rural character that will be compatible with the use of the land by wildlife and for fish and wildlife habitat; and

WHEREAS, goal nine (9) of the GMA, in Revised Code of Washington (RCW) 36.70A.020, is to retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities; and

WHEREAS, in RCW 36.70A.160, the GMA directs local governments to identify open space corridors within and between urban growth areas useful for recreation, wildlife habitat, trails and connections between critical areas; and

WHEREAS, habitat conservation areas must be identified, designated and protected through the use of best available science, according to RCW 36.70A.172; and

WHEREAS, goal eleven (11) of the GMA is to encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts; and

WHEREAS, Whatcom County citizens have expressed to the County Council their desire for the County to incorporate wildlife management and conservation planning for fish and wildlife habitat into the Whatcom County land use planning process; and

WHEREAS, the Whatcom County Council would benefit from the advice and recommendations of those with background and technical expertise, including but not limited to, in wildlife management, conservation science, and wildlife biology, when making land use policy decisions, and
WHEREAS, the County Council acknowledges the community has finite resources requiring good fiscal and environmental stewardship, and the community would benefit from achievable wildlife management recommendations, and;

WHEREAS, the County Council recognizes people are part of the landscape and within a watershed diverse uses interact and depend on limited resources, requiring balanced wildlife management recommendations which provide visible community and ecological services, and;

WHEREAS, the County Council authorizes Planning and Development Services Department to fund a .25 FTE to staff the wildlife advisory committee.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 2.118, creating the Whatcom County Wildlife Advisory Committee, is hereby established as outlined in Exhibit A of this ordinance.

ADOPTED this ____ day of __________, 2017.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved    ( ) Denied

Date Signed: ____________________
EXHIBIT A

Chapter 2.118
WILDLIFE ADVISORY COMMITTEE

Sections:

2.118.010 Established
2.118.020 Purpose
2.118.030 Function
2.118.040 Qualifications
2.118.050 Membership
2.118.060 Term of Office
2.118.070 Organization – Meetings
2.118.080 Committee Staffing

2.118.010 Established.
The Wildlife Advisory Committee is hereby established.

2.118.020 Purpose.
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.

2.118.030 Function.

A. The committee will provide recommendations on integrating wildlife
management and protection issues relative to fulfilling goal nine (9) of
the Washington State Growth Management Act (GMA): to retain open
space, enhance recreational opportunities, conserve fish and wildlife
habitat, increase access to natural resource lands and water, and
develop parks and recreation facilities. The full committee shall provide
a recommendation on the need for an ongoing wildlife advisory
committee.

B. Each committee recommendation will consist of

i. Identified issue or constraint
ii. Discussion of ecological process, function or species addressed
iii. Range of solutions considered
iv. Preferred solution
v. Cost of implementation. A cost benefit analysis is required when an
existing industry recognized method is available; at a minimum a
discussion of project costs and positive or adverse impacts where
community and ecological uses intersect.
vi. Cited and reviewed references
C. The Technical Advisory sub-committee, as defined in Section 2.118.050(B), will:

i. Prior to the end of 2015, develop the Continue to provide periodic updates to the Ecosystem Report that includes initial inventory, characterization, and assessment, which includes an analysis of risk, of existing ecosystem conditions (Existing Condition Report), and to make management recommendations using best available science that will provide appropriate habitat conditions for local species, with an emphasis on biodiversity and healthy ecosystem processes and functions. This may include recommendations regarding wildlife corridors, landscape ecological planning, wildlife management, avoiding human/wildlife conflict.

ii. Continue to provide periodic updates to the Existing Condition Report or to address technical questions from the Whatcom County Council, Whatcom County staff, or the Wildlife Management Committee.

2.118.040 Qualifications.
To qualify for County Council appointment to fill any vacancy on a board, committee, or commission, a person shall be a qualified registered voter and be a member or employee of the agency or group he or she is appointed to represent.

2.118.050 Membership.

A. The committee shall consist of 11 members.

B. 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.

C. The County Council will appoint the voting committee members. Member terms will be four years.

DG. The committee members shall serve without compensation.

2.118.060 Term of Office.
The committee shall serve until July 31, 2016.

2.118.070 Organization – Meetings.

A. Meetings of the committee shall be open and accessible to the public and shall be subject to the Open Public Meetings Act.
B. The committee shall determine its own meeting schedule, but shall meet at least bimonthly as needed to address wildlife related planning needs.

C. The committee shall be responsible for taking complete and accurate written records.

D. Whatcom County staff shall be responsible for assuring the meetings are audio recorded.

E. Written and audio recordings of meetings, resolutions, findings, and recommendations shall be kept, and such records shall be public.

F. The committee shall comply with Whatcom County Code 2.03 – Boards and Commissions.

G. The committee shall adopt its own rules and procedures for the conduct of business.

H. The committee shall elect a chairperson from among its members who shall preside at its meetings.

2.118.080 Committee Staffing.

A. The Whatcom County Planning and Development Services Department and Whatcom County Public Works Department shall provide geographic information system (GIS) data and other information to the committee as requested.

B. The Whatcom County Planning and Development Services Department and the Whatcom County Public Works Department shall provide technical assistance and assist with meeting coordination.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<tr>
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<th>Date</th>
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<td></td>
<td>10/30/17</td>
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**TITLE OF DOCUMENT:** Resolution to sell Tax-Title property by negotiation Req. #TR2017-04

**ATTACHMENTS:** Map Map, Property Profile & Letter from applicant

**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:**
The Property Management Committee determined the property be sold by negotiation as per RCW 36.35.150(1)(b) when the county legislative authority determines that it is not practical to build on the property due to the physical characteristics of the property or legal restrictions on construction activities on the property; subject to a covenant to bind.

**Parcel No. 400522.324044.0000 / PID 143124**
PARADISE LAKES COUNTRY CLUB DIV NO 3 TRACT G, TWN 40N RGE 05E SEC 22

For no less than the principal taxes, interest, penalties, title search and foreclosure costs of $1,800.93

**COMMITTEE 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.
RESOLUTION NO.
TO SELL COUNTY TAX TITLE PROPERTY
BY NEGOTIATION
REQUEST NO. 2017-04

WHEREAS, RCW 36.35.120 allows the County to sell real estate acquired by tax foreclosure where it is found to be in the best interest of Whatcom County to sell the same; and,

WHEREAS, the Whatcom County The Property Management Committee determined the property be sold by negotiation as per RCW 36.35.150(1)(b) when the county legislative authority determines that it is not practical to build on the property due to the physical characteristics of the property or legal restrictions on construction activities on the property.

WHEREAS, the Whatcom County Property Management Committee recommends the Whatcom County Treasurer enter into negotiations with the applicant subject to RCW 36.35.150(1)(b), when the county legislative authority determines that it is not practical to build on the property due to the physical characteristics of the property or legal restrictions on construction activities on the property; subject to a covenant to bind; and,

WHEREAS, RCW 36.35.120 requires the Council to establish the minimum price for said unit of property; and,

WHEREAS, the Whatcom County Code as well as the state law allows the County to reserve from the sale coal, oil, gas, gravel, mineral, ores, fossils, timber or other resources if the Council finds that it is in the best interest to reserve these; and

WHEREAS, the principal taxes, title search and foreclosure costs, total $1,800.93

NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the County to sell:

Parcel No. 400522.324044.0000 / PID 143124
PARADISE LAKES COUNTRY CLUB DIV NO 3 TRACT G
TWN 40N RGE 05E SEC 22

By negotiation for no less than $1,800.93.
BE IT FURTHER RESOLVED that said price shall not be allowed under contract
and shall be paid in either cash, certified check, or money order to the Whatcom
County Treasurer at the time of sale; and,

BE IT FURTHER RESOLVED that said parcel shall be sold subject to restrictive
covenants allowing for imposition of Community Association fees, if any, as set forth in
Whatcom County Resolution No. 88-37; and,

BE IT FURTHER RESOLVED that this sale transfers to the owners all coal, oil,
gas, gravel, minerals, ores, fossils, timber or other resources on or in said land and the
right to mine for and remove the same in conformity with zoning regulations in force and
effect; and,

BE IT FURTHER RESOLVED that the Whatcom County Treasurer is hereby
directed to sell such property at not less than a certified price and said sale shall take
place in accordance with the duties as established in RCW 36.35.120.

APPROVED this ______ day of ______________________, 2017.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

Civil Deputy Prosecuting Attorney
**WHATCOM COUNTY REAL PROPERTY INVENTORY**

**PARCEL PROFILE**

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**Location** Sumas WA

**Facility**

PARADISE LAKES COUNTRY CLUB DIV NO 3 TRACT G

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<th>Zoning</th>
<th>UR4 (URBAN RES 4DU/A)</th>
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**Special Characteristics**

Physical Inspection

**Date Last Reviewed**

**Purpose**

**Surplused**

**Saleability Remarks**

**Sale Status**

**Lease Info**

Deed # 5478  TREASURER'S DEED TO COUNTY  11/19/2010  Auditor's File # 2101201226  Volume,Page

---

**Item # 958**

**Parcel # 400522-324044-0000**

436
Dear Mr. Oliver,

My name is Elton Sanders and I have lived here since 1993. When I purchased my property the driveway to it I assumed was mine as it is the only access to my home. Only upon listing my home was I made aware my driveway belongs to the county. Working with my realtor we made a mistake on the tract in question. My driveway is tract item #958/400522-324044-0000. Pid 143124. I am sorry for my mistake and respectfully ask your consideration Sir.

Sent from my iPhone
Whatcom Land Title Company, Inc.
"The Home Owned Company"

2011 Young Street
Bellingham, Washington 98225
Phone (360) 676-6484 Toll Free 1-800-334-6314
Fax (360) 671-0982
E-mail: whatcomtitle.com
Website www.whatcomtitle.com

THIS SKETCH IS FURNISHED FOR INFORMATION PURPOSES ONLY.
IT DOES NOT PURPORT TO SHOW ALL HIGHWAYS, ROADS, OR EASEMENTS AFFECTING THIS PROPERTY. NO LIABILITY IS
ASSUMED FOR VARIATIONS IN DIMENSIONS AND LOCATIONS. THIS SKETCH IS NOT GUARANTEED AS TO ACCURACY
AND THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.
From the main road towards his home.
From his house facing the main road.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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<tr>
<th>Initial</th>
<th>Date</th>
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<td>11/21/17</td>
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TITLE OF DOCUMENT:

Amendment No. 4 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 $7,850,000 for the Construction Contract and associated Construction Engineering Services for a new current project budget expenditure amount of $11,450,000.

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  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.)

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 $11,450,000. This authorization will fund the Construction Engineering Services and the Construction Contract.

Current project status is design at 90% complete, all permits submitted and working through regulatory channels, and 95% of the property acquisition completed.

COMMITTEE ACTION:  

COUNCIL ACTION:

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

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

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

Through: Jon Hutchings, Director

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

Date: October 23, 2017 Revised October 31, 2017

Subject: Amendment No. 4 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 Amendment No. 4 to Ordinance 2012-050 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. Ordinance 2014-036 amended the project fund amount to $2,200,000 for consultant design services. Ordinance 2016-069 amended the project fund amount to $2,700,000 for consultant design services and property acquisition. Ordinance 2017-023 amended the project fund amount to $3,600,000 for consultant design services and property acquisition. This request is to increase the Birch Bay Drive and Pedestrian Facility Project Based Budget Fund amount by $7,850,000, for Construction and Construction Engineering (construction phase) services, bringing the total project budget authority to $11,450,000.

Current project status is: Design at 90% complete; Property Acquisition at 95% complete; and Permits submitted but working through regulatory channels, including an agreement with the Lummi Nation on NEPA Section 106 (cultural).

Funding Amount and Source
The Construction and Construction Engineering work will be funded by a variety of sources including Federal STP & TAP funds, EDI Program, BBWARM, and Road Funds as detailed in the attached documents. This request fully funds the Birch Bay Drive and Pedestrian Facility Project.

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

AMENDMENT No. 4 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 over 95% complete, and;

WHEREAS, it is necessary to add to the project budget to continue with the construction and construction engineering services, and;

WHEREAS, there is $4.2 million of existing budget authority in the approved 2017 Road Fund Capital Budget for a transfer into this project fund, and;

WHEREAS, there is $2.36 million of secured outside funding commitments ($1.61 million federal STP, $500,000 EDI and $250,000 BBWARM), and;

WHEREAS, there is a $1.29 million budget supplement request of the road fund concurrently moving forward, 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 2020, 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 construction phase, is hereby amended by adding an additional amount of $7,850,000 of expenditure authority to the project budget for a new current project budget expenditure amount of $11,450,000 as described in Exhibit “A”.

ADOPTED this ___ day of ____________, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

Daniel J. Gibson
Chief Civil Deputy Prosecutor

Jack Louws, Executive Date
Supplemental Budget Request

Public Works

Expenditure Type: One-Time  Year 1  2017  Add'l FTE  Add'l Space  Priority 1

Name of Request: Birch Bay Dr and Ped Facility - Suppl for Constr

Department Head Signature (Required on Hard Copy Submission) Date

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Request Total: $0

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, 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 2018 Annual Construction Program.

This supplemental budget request will add expenditure authority of $7,850,000 to the existing project based budget for a new total expenditure authority of $11,450,000. The additional expenditure authority will fund the completion of any remaining items in the project's preliminary engineering phase (design, permitting and R/W), as well as fully fund the construction phase (bid contract and construction engineering services).

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:

Collaboration with the local Indian Tribes to finalize the Memorandum of Agreement as part of the NEPA process and land acquisition negotiations have incurred unforeseen delays. Although, the cost of the aforementioned items is minor, a supplemental budget request is required to ensure that there will be adequate budget to complete the design phase of the project. Upon completion of the permitting and land acquisition, the bid process will be initiated quickly to facilitate having a construction contract in place by the time the tourism work window opens in September 2018. This supplemental budget request will provide the budget authority to proceed with the construction phase of the project without delay.

3a. Options / Advantages:

Due to the unsure nature of right of way and permitting there may not be sufficient budget authority

Tuesday, October 31, 2017

Rpt: Rpt Suppl Regular
Supplemental Budget Request

<table>
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<th>Engineering Design/Const</th>
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<tbody>
<tr>
<td><strong>Suppl ID #</strong> 2497</td>
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</table>

required for the completion of the design phase, thus, public works will be required to go to council for a budget supplement request. If during this request Public Works receives the remaining budget for the construction phase this will allow for a seamless transition to the construction phase and Public Works will be able to avoid any delay that may result from another budget supplement request. This will also enable Public Works to get a construction contract in place when the tourism work windows opens. This option is the best option because it allows for a seamless transition from the design phase to the construction phase on a project that may gain a momentum at any time and has several restrictive work windows.

3b. **Cost savings:**

The cost savings will come from the time savings from only needing to utilize personnel for one supplemental budget request instead of two. This cost consists of the labor to prepare and review supplemental budget request, and is estimates to be between $500 to $800, not including Council and Executive efforts.

4a. **Outcomes:**

The outcome will be that there is sufficient budget authority to move into the construction phase without delay and administer the contract immediately succeeding the completion of the design phase. When all acquisition rights have been secured to accommodate the design, and all associated permits received, then the project will be bid and constructed.

4b. **Measures:**

When all property rights have been acquired to accommodate the project design, and all permit issues completed, then FHWA and WSDOT will certify the property acquisition and permitting phases which allow the project to proceed to the construction phase. Success will be measure by achieving the 'certifications', 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 the Road Fund (108).
### Exhibit "A"

#### 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. 4  
**Duration Requested:** 4 yrs (2016, 2017, 2018, 2019)  

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**TOTAL** $3,600,000 $7,850,000 $11,450,000

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<td></td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>8301</td>
<td>EDI (CN funds)</td>
<td></td>
<td>$500,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>8301</td>
<td>Local Funds (transfer from Road Fund)</td>
<td>$1,400,000</td>
<td>$5,490,000</td>
<td>$6,890,000</td>
</tr>
</tbody>
</table>

**TOTAL** $3,600,000 $7,850,000 $11,450,000

* Funds not yet obligated
Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s): 2018 / 2019 / 2020

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 (90% complete), R/W acquisition began in 2016 (95% complete) and construction is planned for 2018 / 2019 / 2020. Additional funding sources will be pursued as they become available.

| Total Estimated Project Cost: | $11,450,000 |
| Expenditures to Date:         | $2,850,000  |

<table>
<thead>
<tr>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Local</td>
</tr>
</tbody>
</table>

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

Right-of-Way Acquisition (Estimate): TBD

County Forces (Estimate): N/A
**TITLE OF DOCUMENT:** A resolution adopting the 2018 budget of the Whatcom County Flood Control Zone District

**ATTACHMENTS:** Resolution to adopt the 2018 proposed budget, Exhibit A containing the 2018 budget work plan with capital projects listed, Exhibit B containing a 2018 list of capital budget appropriations, and ASR’s that have been included in this budget.

**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.)

Resolution adopting the 2018 budget for the Whatcom County Flood Control Zone District.

<table>
<thead>
<tr>
<th>COMMITTEE ACTION:</th>
<th>COUNCIL ACTION:</th>
</tr>
</thead>
</table>

<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.
TO: The Honorable Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary S. Stoyka, Natural Resource Program Manager
       Paula J. Harris, River and Flood Division Manager

DATE: October 18th, 2017

RE: 2018 Flood Control Zone District Budget

Enclosed is a resolution establishing the 2018 budget for the Whatcom County Flood Control Zone District (FCZD) for your review and adoption. Supporting documentation detailing the programs and projects included in the budget are also attached.

Requested Action:

Public Works respectfully requests that the FCZD Board of Supervisors adopt the attached resolution to establish a 2018 budget for the County-wide District and the following subzones:

• Acme/Van Zandt Subzone
• Lynden/Everett Subzone
• Sumas/Nooksack/Everett Subzone
• Birch Bay Watershed and Aquatic Resources Management District
• Samish Watershed Subzone

Background and Purpose:

Consistent with RCW 86.15.140, the FCZD must adopt an annual budget that includes the County-wide district and the subzones of the District. The attached resolution establishes the overall budget consistent with the appropriation items outlined in the law. The 2018 proposed budget and associated work program were presented to the Board of Supervisors at the October 17, 2017 Surface Water Work Session.
RESOLUTION NO. ________  

(A Resolution of the Whatcom County Flood Control Zone District Board of Supervisors)  

ADOPTING THE 2018 BUDGET FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND SUBZONES 

WHEREAS, RCW 86.15.140 requires that the Board of Supervisors of each flood control zone district and subzone adopt an annual budget for the zone; and 

WHEREAS, the statute further requires that the zone or subzone budget be divided into four appropriation items: overhead and administration; maintenance and operation; construction and improvements; and bond retirement and interest; and 

WHEREAS, under the appropriation item for construction and improvements, the Board is required to list each flood control improvement or storm water control improvement planned for the budget year and the estimated expenditure for each during the next year; and 

WHEREAS, the budget may only be adopted after a public hearing for which proper notice has been given; and 

WHEREAS, Fund No. 169 is managed by the County on behalf of the Whatcom County Flood Control Zone District for purposes of funding flood control, storm water management, and other water resources work by the County that are consistent with the powers of the District under RCW 86.15 and RCW 39.34.190; and 

WHEREAS, funds obtained by the County through grants or cooperative agreements for flood control and other water resources work are also managed through Fund No. 169; and 

WHEREAS, the 2018 budget proposed by the County Executive for the Whatcom County Flood Control Zone District includes proposed expenditures out of Fund 169 to pay for flood control, storm water management, and other water resources work consistent with the powers of the District under RCW 86.15 and RCW 39.34.190;
NOW THEREFORE BE IT RESOLVED by the Board of Supervisors as follows:

Section I. Approval of the Budget
The Board hereby adopts the 2018 budget for the Flood Control Zone District Fund No. 169 in the amounts set forth in the document titled Whatcom County 2018 Budget and as modified and presented below and in Exhibit A:

OVERALL BUDGET SUMMARY

<table>
<thead>
<tr>
<th>Budget Code</th>
<th>Program</th>
<th>RCW Appropriation Item</th>
<th>2018 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>169100</td>
<td>Administration</td>
<td>Overhead &amp; administration</td>
<td>$3,646,272</td>
</tr>
<tr>
<td>169119</td>
<td>Natural Resources Administration</td>
<td>Overhead &amp; administration</td>
<td>$546,381</td>
</tr>
<tr>
<td>169120</td>
<td>AIS Administration</td>
<td>Overhead &amp; administration</td>
<td>-</td>
</tr>
<tr>
<td>169121</td>
<td>Water Planning Administration</td>
<td>Overhead &amp; administration</td>
<td>-</td>
</tr>
<tr>
<td>169100</td>
<td>Stormwater Administration (Transfer)</td>
<td>Overhead &amp; administration</td>
<td>-</td>
</tr>
<tr>
<td>169102</td>
<td>Flood Response</td>
<td>Maintenance &amp; operations</td>
<td>-</td>
</tr>
<tr>
<td>169104</td>
<td>Flood Planning</td>
<td>Maintenance &amp; operations</td>
<td>-</td>
</tr>
<tr>
<td>169106</td>
<td>Technical Assistance</td>
<td>Maintenance &amp; operations</td>
<td>-</td>
</tr>
<tr>
<td>169108</td>
<td>NFIP and CRS</td>
<td>Maintenance &amp; operations</td>
<td>15,000</td>
</tr>
<tr>
<td>169110</td>
<td>Early Warning</td>
<td>Maintenance &amp; operations</td>
<td>128,500</td>
</tr>
<tr>
<td>169119</td>
<td>Natural Resources Operations</td>
<td>Maintenance &amp; operations</td>
<td>1,177,521</td>
</tr>
<tr>
<td>169120</td>
<td>AIS Operations</td>
<td>Maintenance &amp; operations</td>
<td>-</td>
</tr>
<tr>
<td>169121</td>
<td>Water Planning Operations</td>
<td>Maintenance &amp; operations</td>
<td>343,686</td>
</tr>
<tr>
<td>169100</td>
<td>Stormwater Lake Whatcom Operations (Transfer)</td>
<td>Maintenance &amp; operations</td>
<td>-</td>
</tr>
<tr>
<td>169700</td>
<td>Stormwater NPDES Phase II</td>
<td>Maintenance &amp; operations</td>
<td>-</td>
</tr>
<tr>
<td>169100</td>
<td>Stormwater Lake Whatcom Capital (Transfer)</td>
<td>Construction &amp; improvements</td>
<td>-</td>
</tr>
<tr>
<td>169112</td>
<td>Repair and Maintenance</td>
<td>Construction &amp; improvements</td>
<td>682,439</td>
</tr>
<tr>
<td>169114</td>
<td>Flood Hazard Reduction</td>
<td>Construction &amp; improvements</td>
<td>2,975,356</td>
</tr>
</tbody>
</table>

Total 2018 FCZD Budget

<table>
<thead>
<tr>
<th>Code</th>
<th>Program</th>
<th>Revenues</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>16923</td>
<td>Acme/VanZandt Subzone</td>
<td>$24,280</td>
<td>$500</td>
</tr>
<tr>
<td>16925</td>
<td>Birch Bay Subzone</td>
<td>774,052</td>
<td>229,277</td>
</tr>
<tr>
<td>16921</td>
<td>Lynden/Everson Subzone</td>
<td>39,483</td>
<td>68,000</td>
</tr>
<tr>
<td>16922</td>
<td>Sumas/Nooksack/Everson Subzone</td>
<td>116,443</td>
<td>15,000</td>
</tr>
<tr>
<td>16923</td>
<td>Acme/VanZandt Subzone</td>
<td>-</td>
<td>6,355</td>
</tr>
<tr>
<td>16924</td>
<td>Samish Watershed Subzone</td>
<td>19,300</td>
<td>18,500</td>
</tr>
<tr>
<td>16925</td>
<td>Birch Bay Subzone</td>
<td>-</td>
<td>175,200</td>
</tr>
<tr>
<td>16921</td>
<td>Lynden/Everson Subzone</td>
<td>-</td>
<td>80,000</td>
</tr>
<tr>
<td>16922</td>
<td>Sumas/Nooksack/Everson Subzone</td>
<td>-</td>
<td>172,500</td>
</tr>
<tr>
<td>16923</td>
<td>Acme/VanZandt Subzone</td>
<td>-</td>
<td>30,000</td>
</tr>
<tr>
<td>16925</td>
<td>Birch Bay Subzone</td>
<td>-</td>
<td>3,399,700</td>
</tr>
</tbody>
</table>

Total of 2018 FCZD Sub-Zone Budgets

$1,221,473$
Section II. Provisions Restricting Expenditures, Authorizing Actions, and Setting Expectations.

For purposes of purchasing and award, projects listed in the attached exhibit (B) FCZD Construction and Improvements Work Plan shall be administered pursuant to WCC Chapter 3.08.100 A.(2) and A.(3) using the process prescribed for capital budget appropriations. Contracts for goods and services on individual items or projects listed in Exhibit (B) may be exceeded by up to 10% provided expenditures in total do not exceed the total appropriation for the FCZD construction and improvement Work Plan.

APPROVED this ____ day of __________, 2017.

ATTEST:

WHATCOM COUNTY
FLOOD CONTROL ZONE DISTRICT BOARD
OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Chair

APPROVED AS TO FORM:

Daniel L. Gibson, Chief Civil Deputy Prosecutor
## Flood Control Zone District
### 2018 Budget
#### Work Plan and Supporting Documentation

### DETAIL FOR FCZD PROGRAM AREAS

#### FLOOD MAINTENANCE AND OPERATIONS

##### Flood Response (169102)

<table>
<thead>
<tr>
<th>Proposed 2018 Budget</th>
<th>Assumptions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>Expenditures</td>
</tr>
<tr>
<td>Wage and Benefits</td>
<td>$10,000</td>
</tr>
<tr>
<td>Sand and sandbags</td>
<td>$35,000</td>
</tr>
<tr>
<td>Preparedness training</td>
<td>$5,000</td>
</tr>
<tr>
<td>Sector observers during response</td>
<td>$40,000</td>
</tr>
<tr>
<td>Construction contracts</td>
<td>$20,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$110,000</strong></td>
</tr>
</tbody>
</table>

##### Flood Planning (169104)

<table>
<thead>
<tr>
<th>Proposed 2018 Budget</th>
<th>Assumptions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>Expenditures</td>
</tr>
<tr>
<td>Lower Nooksack CFHMP refinement/update</td>
<td></td>
</tr>
<tr>
<td>Wage and Benefits</td>
<td>$150,000</td>
</tr>
<tr>
<td>Facilitation</td>
<td>$50,500</td>
</tr>
<tr>
<td>Hydraulic modeling/alternatives analyses</td>
<td></td>
</tr>
<tr>
<td>Engineering design / Plan development</td>
<td>$150,000</td>
</tr>
<tr>
<td>Structure surveys in overflow corridors</td>
<td>$100,000</td>
</tr>
<tr>
<td>Geomorphic reach analyses</td>
<td></td>
</tr>
<tr>
<td>Sediment management</td>
<td>$6,660</td>
</tr>
<tr>
<td>Habitat assessment</td>
<td></td>
</tr>
<tr>
<td>Flood event mapping</td>
<td></td>
</tr>
<tr>
<td>High water mark survey</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$482,160</strong></td>
</tr>
</tbody>
</table>

##### Technical Assistance (169106)

<table>
<thead>
<tr>
<th>Proposed 2018 Budget</th>
<th>Assumptions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>Expenditures</td>
</tr>
<tr>
<td>Wage and Benefits</td>
<td>$85,000</td>
</tr>
<tr>
<td>Postage for Special District reassessments</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$86,000</strong></td>
</tr>
</tbody>
</table>

##### National Flood Insurance Prgm (169108)

<table>
<thead>
<tr>
<th>Proposed 2018 Budget</th>
<th>Assumptions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>Expenditures</td>
</tr>
<tr>
<td>Wage and Benefits</td>
<td>$160,000</td>
</tr>
<tr>
<td>FEMA Floodplain mapping</td>
<td>$10,000</td>
</tr>
<tr>
<td>Permit reviews</td>
<td>$15,000</td>
</tr>
<tr>
<td>Public education/CRS activities</td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$185,000</strong></td>
</tr>
</tbody>
</table>

##### Early Warning System (169110)

<table>
<thead>
<tr>
<th>Proposed 2018 Budget</th>
<th>Assumptions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>Expenditures</td>
</tr>
<tr>
<td>Wage and Benefits</td>
<td>$5,000</td>
</tr>
<tr>
<td>Nooksack River gages - USGS</td>
<td>$90,000</td>
</tr>
<tr>
<td>Everson Main St stage gage - USGS</td>
<td>$4,100</td>
</tr>
<tr>
<td>SNOTEL sites - USDA</td>
<td>$6,000</td>
</tr>
<tr>
<td>WWU camera on Swift Creek slide</td>
<td>$2,500</td>
</tr>
<tr>
<td>Emergency access to SNOTEL</td>
<td>$5,000</td>
</tr>
<tr>
<td>Equipment for gage upgrades/repairs</td>
<td>$10,000</td>
</tr>
<tr>
<td>Repairs and maintenance</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$128,500</strong></td>
</tr>
</tbody>
</table>

**NET IMPACT TO FUND BALANCE**

- **Flood Response (169102)**: $(110,000)
- **Flood Planning (169104)**: $(482,160)
- **Technical Assistance (169106)**: $(86,000)
- **National Flood Insurance Prgm (169108)**: $(170,000)
- **Early Warning System (169110)**: $(124,400)
## Flood Control Zone District  
### 2018 Budget  
#### Work Plan and Supporting Documentation

<table>
<thead>
<tr>
<th>FLOOD CONSTRUCTION AND IMPROVEMENTS</th>
<th>Proposed 2018 Budget</th>
<th>Expenditures</th>
<th>Assumptions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Repair and Maintenance (169112)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wage and Benefits</td>
<td>Revenues $</td>
<td>$75,000</td>
<td></td>
</tr>
<tr>
<td><strong>Construction Projects</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency/new projects as needed</td>
<td>$50,000</td>
<td>$250,000</td>
<td>Assumed costs for responding to flood/new repairs (fall 2017 flood assumed)</td>
</tr>
<tr>
<td>Miscellaneous repair projects</td>
<td>$50,000</td>
<td></td>
<td>Placeholder for small projects; fall 2017 flood assumed</td>
</tr>
<tr>
<td>Marine Drive Levee Repair</td>
<td>$30,000</td>
<td>$175,000</td>
<td>2015 damage; permit fees in 2017 - contribution from WDFW</td>
</tr>
<tr>
<td>Appel Culvert Replacement (SWIF)</td>
<td>$10,000</td>
<td></td>
<td>Revenue is EQIP funding and $30k from DD#3; 2017 exp budget includes CA for Geotest</td>
</tr>
<tr>
<td>Red River Levee Stabilization (SWIF)</td>
<td></td>
<td></td>
<td>Survey and permit fees in 2018; in-house design; construction in 2019</td>
</tr>
<tr>
<td><strong>Mitigation Planning/Implementation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jail crew</td>
<td>$117,439</td>
<td></td>
<td>Jail crew to provide labor for FCZD and SWIF projects; available to diking or subzones</td>
</tr>
<tr>
<td>Reveg planning/coordinatio</td>
<td>$-</td>
<td></td>
<td>2017 contract with CD, will CA into 2018</td>
</tr>
<tr>
<td>Reveg/misc supplies</td>
<td>$5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$80,000</td>
<td>$682,439</td>
<td></td>
</tr>
<tr>
<td><strong>NET IMPACT TO FUND BALANCE</strong></td>
<td>$80,000</td>
<td>$682,439</td>
<td></td>
</tr>
</tbody>
</table>

### Flood Hazard Reduction (169114)  

| Wage and Benefits                    | Revenues $           | $220,000     |                   |
| **Swift Creek**                      |                      |              |                   |
| Bank stabilization/channel excavation| $22,500              | $75,000      | Placeholder for work needed before winter - scope to be determined at end of summer; SNE cost-share |
| Bank stabilization/channel excavation (716004) |              |              | CA from 2016; 2017 work to repair Mades road; SNE paying 30% of 25%; Roads pays 75% |
| GW easement acquisition              | $-                   |              | Budget authority transferred from construction budget; MTCA grant revenues; inc appraisal cost |
| **Lower Nooksack River**             |                      |              |                   |
| Deming levee improvement constr. (708004) | $40,000           |              | 2017 exp inc. CA's for B&C const support and Geotest materials testing; rev from FdD and NOAA thr TNC; planting in 2018 |
| Marietta property acquisition & demo (FEMA FMAG-716002) | $380,937            | $435,356     | 2017 budget includes Caldera CA $7000; acquisition and demo of Boyd and Allen in 2017; revenues from FEMA grant include pro-award costs from 2016; assume Turk goes into 2018 |
| Marietta property acquisition & demo (FEMA-712005) | $-                   |              | Acquisition of Jones in 2016 with second half payment in 2017, CA for demo retraining in 2017; revenues from FEMA grant; project complete in 2017 |
| Marietta property acquisition & demo New properties | $50,000            |              | Allocation for new properties that become available and non-grant expenses; increased allocation as mitigation for Marine Drive Levee River Rd and Emerson Rd properties |
| Leases for agriculture               | $3,780               | $5,000       | Budget was from plant materials CA; jail crew time budgeted under 169112; option agreement would need to be extended for next round of Floodplains by Desion funding |
| Reach 4 acquisition/mitigation (715002) | $200,000           |              | Survey, hydraulic analysis, alternatives analysis, conceptual design |
| **Ferndale Levee Improvement Project Phase 1** | $125,000           |              | Survey, hydraulic analysis, alternatives analysis, conceptual design |
| **Jones Creek Deflection Berm (712004)** |                      |              |                |
| Bridge alternatives analysis         | $-                   |              | PSE contract (CA from 2016); final report and public meeting in fall of 2017 |
| Survey                              | $25,000              |              | Survey and base mapping for design |
| Berm and bridge design               | $200,000             |              | Contract in early 2016 |
| Land/easement acquisition            | $100,000             |              | Purchase of parcels and/or easements for berm/road construction (Use SBR if needed) |
| **Construction**                    | $-                   |              | Construction budget to be established once design complete and funding source defined |
| **High Creek Sediment Management**  |                      |              |                   |
| Sediment trap/channel improvement design | $-              |              | WSE design contract, 2017 budget authority to finish contract balance, includes CA of $5304 |
| Sediment trap/channel imp. construction | $1,300,000         |              | Construction contract and inspection in 2018 |
| **City of Lynden - Pepin Creek**    |                      |              |                   |
| Funding for downstream analysis      | $140,000             |              | IFA executed in 2016 and CA's into 2017 for reimbursement of City's expenses; new 2018 budget for balance |
| **TOTAL**                            | $407,217             | $2,975,356   |                   |
| **NET IMPACT TO FUND BALANCE**       | $407,217             | $2,975,356   |                   |
Flood Control Zone District
2018 Natural Resources Budget
Work Plan and Supporting Documentation

### Natural Resources (169119) Proposed 2018 Budget

<table>
<thead>
<tr>
<th>Natural Resources Administration</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>Assumptions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NATURAL RESOURCES ADMINISTRATION</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff</td>
<td>$321,481</td>
<td>$224,900</td>
<td>Includes salary for 2.5 FTEs and temporary extra help.</td>
</tr>
<tr>
<td>Office and operating</td>
<td>$126,701</td>
<td>$103,960</td>
<td>1 FTE</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$455,381</td>
<td>$328,861</td>
<td></td>
</tr>
</tbody>
</table>

### NATURAL RESOURCES OPERATIONS

- **Salmon Recovery (169119)**
  - Staff: $126,701
  - restoration effectiveness monitoring, adaptive management, and stewardship: $81,200
  - Maintaining existing restoration projects*: $25,000
  - New restoration projects*: $0
  - WCC crew contract for maintaining previously planted projects: 
  - Contracted services for activities supporting planting, fencing, culvert replacement, etc.: 

- **Marine Resources Committee (813061)**
  - Staff: $64,040
  - MRC restoration projects: $8,960
  - 0.7 FTE

### Water Quality/Pollution Identification & Correction (813002)

- Staff: $83,300
- Water quality monitoring (90+ stations): $339,498
- Bacteria PIC outreach and technical: $12,500
- Small farm technical and financial assistance: $100,000
- PIC data management: $76,683
- OSS C&M technical assistance: $16,917
- PDS PIC enforcement capacity: $80,600

### Coordination and Planning (169119)

- Lake Whatcom Homeowner Incentive Program: $56,580
- Staff time only (0.5 FTE; contracted services under Stormwater budget): $25,000
- One Time ASR for WSU Extension Outreach: 

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>$430,500</th>
<th>$1,177,521</th>
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<tbody>
<tr>
<td>NET IMPACT TO FUND BALANCE</td>
<td>$(747,021)</td>
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<tr>
<td>TOTAL FOR COST CENTER</td>
<td>$430,500</td>
<td>$1,723,902</td>
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</table>

*Integrated Salmon Recovery/Flood Hazard Reduction capital and planning projects appear under Cost Center 169114 and 169104.

### Aquatic Invasive Species (169120) Proposed 2018 Budget

<table>
<thead>
<tr>
<th>AIS ADMINISTRATION</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>Assumptions/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff</td>
<td>$-</td>
<td>$-</td>
<td>Misc. Expenses</td>
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<tr>
<td>Office and operating</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$-</td>
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### AIS OPERATIONS

- Coordination and Planning
  - Education and Inspection: $123,000
  - Interlocal Agreement (COR): $8,750

<table>
<thead>
<tr>
<th>AIS online education program website maintenance</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>Assumptions/Notes</th>
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<td>TOTAL</td>
<td>$(131,750)</td>
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### Water Planning (169121) Proposed 2018 Budget

<table>
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<th>WATER PLANNING ADMINISTRATION</th>
<th>Revenues</th>
<th>Expenditures</th>
<th>Assumptions/Notes</th>
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<tbody>
<tr>
<td>Staff</td>
<td>$-</td>
<td>$-</td>
<td>Staffed by Program Manager; budgeted under 169119</td>
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<tr>
<td>Office and operating</td>
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<td>$550</td>
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<tr>
<td><strong>TOTAL</strong></td>
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### WATER PLANNING OPERATIONS

- Coordination and Planning
  - Advanced Response: $46,843
  - LENS Groundwater Model: $50,000
  - LIO administration: $75,000
  - LIO admin staff time recovery: $7,950

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<tr>
<th>TOTAL</th>
<th>$171,843</th>
<th>$343,868</th>
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<tr>
<td>NET IMPACT TO FUND BALANCE</td>
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<td>TOTAL FOR COST CENTER</td>
<td>$171,843</td>
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Exhibit A
Lynden/Everson Subzone
2018 Budget
and Fund Balance Projections

<table>
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<th>Fund balance as of December 31, 2016</th>
<th>$261,030</th>
<th>(+)</th>
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<th>Notes</th>
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<tbody>
<tr>
<td><strong>2017 Estimated Revenues:</strong></td>
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<tr>
<td>Assessment</td>
<td>$37,483</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest earnings</td>
<td>$2,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2017 Estimated Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Levee vegetation maintenance</td>
<td></td>
<td></td>
<td></td>
<td>$18,600 brushing, spraying and hydrosed</td>
</tr>
<tr>
<td>Mole control</td>
<td></td>
<td></td>
<td></td>
<td>$5,000 ACOE deficiency</td>
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<tr>
<td>Alternative corrections crew labor</td>
<td></td>
<td></td>
<td></td>
<td>$5,000 stick pickup, misc</td>
</tr>
<tr>
<td>Tree removal</td>
<td></td>
<td></td>
<td></td>
<td>$39,000 ACOE deficiency</td>
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<tr>
<td>Mitigation plan</td>
<td></td>
<td></td>
<td></td>
<td>$5,000 for tree removal</td>
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<tr>
<td>Pipe inspections (1 pipe)</td>
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<td></td>
<td></td>
<td>$1,500 ACOE deficiency</td>
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<tr>
<td><strong>Total</strong></td>
<td>$39,483</td>
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<td>$74,100</td>
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<tr>
<td><strong>Projected December 2017 fund balance</strong></td>
<td>$226,413</td>
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</table>

| 2018 Revenues - Proposed Budget     | $37,483 |     |     |       |
| Interest earnings                   | $2,000  |     |     |       |

| 2018 Expenditures - Proposed Budget | $20,000 brushing, spraying and hydrosed |
| Mole control                        | $5,000 ACOE deficiency               |
| Alternative corrections crew labor  | $5,000 misc levee maintenance        |
| Tree removal                         | $30,000 ACOE deficiency/Veg mgmt plan |
| Mitigation plan implementation/maintenance | $8,000 CD time, jail crew, plants, permit fee |
| Address new ACOE deficiencies        | $30,000 retaining walls/new problems |
| Cost-share/repairs as needed         | $50,000 30% of 168k; 6% of 833k     |
| **Total**                            | $39,483 |     | $148,000 |       |
| **Projected December 2018 fund balance** | $117,896 |     |     |       |
Exhibit A
Sumas/Nooksack/Everson Subzone
2018 Budget
and Fund Balance Projections

<table>
<thead>
<tr>
<th>Fund balance as of December 31, 2016</th>
<th>$1,166,509</th>
<th>(+)</th>
<th>(-)</th>
<th>Notes</th>
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<td>2017 Estimated Revenues:</td>
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<tr>
<td>Assessment</td>
<td>$111,443</td>
<td></td>
<td></td>
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<tr>
<td>Interest earnings</td>
<td>$5,000</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2017 Estimated Expenditures:</td>
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<td></td>
</tr>
<tr>
<td>Levee vegetation maintenance</td>
<td>$3,000</td>
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<td>brushing and spraying</td>
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<tr>
<td>Mitigation plan implementation</td>
<td>$5,000</td>
<td></td>
<td></td>
<td>CD time/site prep/planting</td>
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<tr>
<td>Alternative corrections crew labor</td>
<td>$5,000</td>
<td></td>
<td></td>
<td>seeding, misc cleanup/maintenance</td>
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<tr>
<td>Cost-share for 2016 Swift Creek project</td>
<td>$30,000</td>
<td>30% of 100,000</td>
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<tr>
<td>Total</td>
<td>$116,443</td>
<td></td>
<td>$43,000</td>
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<tr>
<td>Projected December 2017 fund balance</td>
<td>$1,239,952</td>
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</table>

2018 Revenues - Proposed Budget

| Assessment                         | $111,443   |     |     |       |
| Interest earnings                  | $5,000     |     |     |       |

2018 Expenditures - Proposed Budget

| Levee vegetation maintenance       | $5,000     |     |     | brushing, spraying and hydroseed |
| Mitigation monitoring and maintenance | $5,000  |     |     | CD time, crew and supplies |
| Alternative corrections crew labor | $5,000     |     |     | misc maintenance |
| Cost-share for Swift Creek project | $22,500  | 30% of $75,000 project |
| Cost-share/repairs as needed (new damage) | $150,000 | 30% of $500,000 project |
| Total                              | $116,443   |     | $187,500 |       |
| Projected December 2018 fund balance | $1,168,895 |     |     |       |
Exhibit A  
Acme/Van Zandt Subzone  
2018 Budget  
and Fund Balance Projections

<table>
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<tr>
<th>Fund balance as of December 31, 2016</th>
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<tr>
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<tr>
<td>Cost-share/repairs as needed</td>
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<td></td>
<td></td>
<td>$15,000</td>
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<tr>
<td>M&amp;O for Jones Creek stage/prec gage</td>
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<td></td>
<td></td>
<td>$6,170</td>
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<td>Admin support for meetings/minutes</td>
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<td></td>
<td>$250</td>
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<tr>
<td>Total</td>
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<td>$21,420</td>
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</table>

Projected December 2017 fund balance $288,427

| 2018 Revenues - Proposed Budget      |          |     |     | $24,280  |       |
| Assessment                          | $22,680  |     |     |          |       |
| Interest earnings                   | $1,600   |     |     |          |       |

| 2018 Expenditures - Proposed Budget |          |     |     | $36,855  |       |
| Cost-share/repairs as needed        | $30,000  |     |     |          | 30% of 100k project |
| M&O for Jones Creek stage/prec gage (9 month operation) | $6,355 | | | | 9 month operation with telemetry |
| Admin support for meetings/minutes  | $500     |     |     |          |       |
| Total                               | $24,280  |     |     | $36,855  |       |

Projected December 2018 fund balance $275,852
## Exhibit A
Samish Watershed Subzone
2018 Budget
and Fund Balance Projections

<table>
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<tr>
<th>Fund balance as of December 31, 2016</th>
<th>$100,351 (+)</th>
<th>(-) Subtotal</th>
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<td>2017 Estimated Revenues:</td>
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<tr>
<td>Assessment</td>
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<td>Interest earnings</td>
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<td></td>
<td>$19,300</td>
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<tr>
<td>2017 Estimated Expenditures:</td>
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<td></td>
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<tr>
<td>Natural resource staff salaries, wages, benefits</td>
<td>$5,000</td>
<td>$15,850</td>
<td>2016 year end was $17,689; 2015 year end was $386</td>
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<td>Office &amp; operating supplies</td>
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<td>Repair &amp; maintain weir &amp; channel</td>
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<tr>
<td>Repairs &amp; Maintenance - interfund</td>
<td>$5,500</td>
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<tr>
<td>Permits</td>
<td>$0</td>
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<tr>
<td></td>
<td></td>
<td>Total $19,300</td>
<td>$15,850</td>
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<td></td>
<td>Projected December 2017 fund balance $103,801</td>
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<tr>
<td>2018 Revenues - Proposed Budget</td>
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<tr>
<td>Assessment</td>
<td>$18,750</td>
<td>$19,300</td>
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<tr>
<td>Interest earnings</td>
<td>$550</td>
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<tr>
<td>2018 Expenditures - Proposed Budget</td>
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<tr>
<td>Natural resource staff salaries, wages, benefits</td>
<td>$5,500</td>
<td>$18,500</td>
<td>Elsworth - 3500; beaver trapping 1000; M&amp;O - $5000 for install, removal, repairs; New permits for 2016</td>
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<tr>
<td>Office &amp; operating supplies</td>
<td>$750</td>
<td></td>
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<tr>
<td>Repair &amp; maintain weir &amp; channel</td>
<td>$5,000</td>
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<tr>
<td>Repairs &amp; Maintenance - interfund</td>
<td>$6,500</td>
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<td>Permits</td>
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<td>Total $19,300</td>
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<td></td>
<td></td>
<td>Projected December 2018 fund balance $104,601</td>
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Exhibit A  
Birch Bay Subzone  
2018 Budget

<table>
<thead>
<tr>
<th></th>
<th>Overhead &amp; Admin</th>
<th>M&amp;O</th>
<th>Construction</th>
<th>Totals</th>
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</thead>
<tbody>
<tr>
<td>Salaries &amp; Wages</td>
<td></td>
<td></td>
<td></td>
<td>109,941</td>
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<tr>
<td>Extra Help</td>
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<td>109,941</td>
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<tr>
<td>Overtime</td>
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</tr>
<tr>
<td>Benefits</td>
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**Total Salaries & Benefits**: 109,941

<table>
<thead>
<tr>
<th>Category</th>
<th>Overhead &amp; Admin</th>
<th>M&amp;O</th>
<th>Construction</th>
<th>Totals</th>
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<td>15,000</td>
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<td>Office &amp; Oper. Supplies-Interfund</td>
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<tr>
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<td>Books/Publications/Subscript.</td>
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<td>Tools &amp; Equipment</td>
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<td>Software</td>
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<td>Contractual Services</td>
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<td>Professional Services</td>
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<tr>
<td>Other Services-Interfund</td>
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<td>Postage/Shipping/Freight</td>
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<td>Other Miscellaneous-Interfund</td>
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<td>Intergov. Professional Services</td>
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<td>Capital Outlays - Other Improvements</td>
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<td>1,068,000</td>
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<td>Operating Transfer Out - Gen Fd</td>
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<td>Operating Transfer Out - Stm BBWARM</td>
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**Total Expenditures**: 229,277 | 175,200 | 1,399,700 | 1,804,177
Capital Improvement Projects

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<tr>
<th>Object Code</th>
<th>Project/Program</th>
<th>2018</th>
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<tbody>
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<td></td>
<td><strong>1- Cottonwood Drive Inlet Replacement</strong></td>
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</tr>
<tr>
<td>6630</td>
<td>PROFESSIONAL SERVICES</td>
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</tr>
<tr>
<td>7380</td>
<td>CAPITAL OUTLAYS - OTHER IMPROVEMENTS</td>
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<tr>
<td>6699</td>
<td>OTHER SERVICES INTERFUND</td>
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<td>7199</td>
<td>OTHER MISC INTERFUND</td>
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<tr>
<td></td>
<td><strong>2-Harborview Road Combined Drainage</strong></td>
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<td><em>Imprv Phase I</em></td>
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<td>OTHER SERVICES INTERFUND</td>
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**Total Expenditures** 1,342,700

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Exhibit B  
Whatcom County Flood Control Zone District  
Flood Capital Program  
2018
2017-2018 Budget Preparation - Regular Additional Service Request

Public Works | Natural Resources
-- | --

ASR # 2017- 5703 | Fund 169 | Cost Center 169119 | Originator: Gary Stoyka

Expenditure Type: Ongoing | Add’l FTE ✓ | Add’l Space □ | Priority 1

Name of Request: Hydrogeologist for Natural Resources and Planning

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1. Description of Request:
   a) Describe the proposed activity or service, and indicate whether it is a higher or lower priority than existing services in your department budget.

Addition of a staff hydrogeologist to the Natural Resources to assist with water quality issues stemming from the Hirst decision. This position would also review land use and permit questions for planning.

This Planner III position will be added to the Natural Resources Division of the Flood Control Zone District and will be 50% funded from the general fund.

b) Who are the primary customers for this service?

The primary customers for this service are landowners in rural Whatcom county. Additionally, this position will aid Whatcom county government in the application of the Hirst decision.

2. Describe the problem this request addresses and why Whatcom County needs to address it.

The people of Whatcom County face an array of challenges related to water resources including finding legal sources of water for agriculture, water for cities and water districts for development, rural landowners, and finding enough water to support fish. The urgency to resolve some of these problems has been elevated by legal action by local tribes and several recent court decisions regarding water rights. Whatcom County elected officials have given direction to staff to support finding solutions to these water problems. Many of these issues require an understanding of the hydrogeology of Whatcom County. Activities that are underway or are expected to be underway in the near future include development of a groundwater flow model, water supply plan, and mitigation studies. Furthermore, once the groundwater flow model is completed, the County will need someone who can operate and manage it. The County currently only has a very limited amount of staff capacity to address these issues. In addition to these studies, the County recently amended its development code in response to the Supreme Court Hirst decision to require all applicants seeking to utilize groundwater for a development to either provide evidence of non-continuity with instream flows or provide mitigation. The County currently does not have staff to evaluate the information contained in these submittals to determine if they comply with state and local codes. The addition of a qualified hydrogeologist will provide the staff capacity necessary to address these issues and also assist in the development of new code language which may be necessary to address all of the potential legal concerns. A qualified hydrogeologist would also be able to use and manage the forthcoming groundwater model as well as provide technical support for the studies that will be needed to reach resolution on pending water supply issues.

3. Options
   a) What other options have you considered? Why is this the best option?

The County is currently relying on its limited existing staff capacity and outside consultants to address this need. However, the amount of work that will need to be done is expected to increase greatly as new development regulations are developed and more development applications are received and as the work necessary to find a larger comprehensive water solution accelerates. Having the in-house expertise of a hydrogeologist will provide the necessary staff capacity to move resolution of these issues forward and is more cost-effective and will provide more continuity than relying on outside consultants.

Friday, October 06, 2017

Rpt: Rpr ASR Regular
### 2017-2018 Budget Preparation - Regular Additional Service Request

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<td><strong>Cost Center</strong> 169119</td>
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b) **What are the specific cost savings? (Quantify)**

Hiring in-house staff will provide cost savings over utilizing outside consultants.

4. **Outcomes / Objectives**

a) **What outcomes will be delivered and when?**

The County will be able to process development applications under current and new regulations and play a more active role in developing comprehensive water solutions for the benefit of the whole community.

b) **How will you know whether the outcomes happened?**

Processing of development applications and development of needed studies.

5. **Other Departments/Agencies**

a) **Will this ASR impact other departments or agencies? If so, please identify the departments and/or agencies impacted and explain what the impact(s) will be.**

The hydrogeologist position will be based in the Natural Resources Division of the Public Works Department, but will work closely with the Health Department and Planning and Development Services Department with respect to the work evaluating hydrogeology reports and mitigation plans associated with development applications and the development of new related codes.

b) **If another department or agency is responsible for part of the implementation, name the person in charge of implementation and what they are responsible for.**

Gary Stoyka, Natural Resources Manager will manage the hydrogeologist position.

6. **What is the funding source for this request?**

50% Flood Control Zone District Fund (169121); 50% General Fund
2017-2018 Budget Preparation - Regular Additional Service Request

Public Works

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Expenditure Type: One-Time

Name of Request: WRIA 1 LIO Support 2018

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1. Description of Request:
   a) Describe the proposed activity or service, and indicate whether it is a higher or lower priority than existing services in your department budget.

   Whatcom County has agreed to manage the grant for the Lead Integrating Organization.

   b) Who are the primary customers for this service?

   All of the local governments and citizens of Whatcom County

2. Describe the problem this request addresses and why Whatcom County needs to address it.

   The Puget Sound Partnership (PSP), a state agency, is charged with coordinating the recovery of Puget Sound. PSP has established Local Integrating Agencies (LIos) throughout the Puget Sound region to provide a mechanism for local communities to coordinate recovery efforts with state and federal agencies. The Watershed Management Board has agreed to serve as the LIO for Water Resources Inventory Area 1 (which is comprised of most of western Whatcom County). The Watershed Management Board consists of representatives from Whatcom County, all cities in the county, Whatcom PUD, Washington Department of Fish & Wildlife, and the Lummi and Nooksack Tribes. PSP provides $75,000 in annual funding to operate and coordinate the LIO. LIO work consists of preparing and updated a local recovery plan and developing a list of near-term actions (NTAs), as well as other administrative functions. Most of the work is performed by a contracted consultant.

3. Options
   a) What other options have you considered? Why is this the best option?

   1. Another Watershed Management Board agency could manage the LIO grant; however, all of the other agencies believe that the County is the appropriate agency to manage the grant.

   2. The Watershed Management Board could decide not to participate as a LIO; however, that would mean there would be less coordination of local recovery efforts and would likely result in the loss of local grant funds for efforts such as flood planning and water quality programs as PSP generally requires that local agencies have grant funded activities vetted by a LIO.

   b) What are the specific cost savings? (Quantify)

   All of the work in this ASR is fully grant funded, so there is no direct cost to the County for managing this grant.

4. Outcomes / Objectives
   a) What outcomes will be delivered and when?

   Whatcom County will manage the LIO grant in accordance with the grant conditions. Better coordination between local and regional recovery efforts will continue and local agencies will remain eligible for grant funding.

   b) How will you know whether the outcomes happened?

   The Watershed Management Board will continue to be recognized as the local coordinating agency for recovery efforts, the local perspective will continue to be provided to state and federal agencies, and local projects will continue to be eligible for grant funding.
5. Other Departments/Agencies
   a) Will this ASR impact other departments or agencies? If so, please identify the departments and/or agencies impacted and explain what the impact(s) will be.
   Watershed Management Board member agencies, Puget Sound Partnership.
   b) If another department or agency is responsible for part of the implementation, name the person in charge of implementation and what they are responsible for.
   Leah Kitner with Puget Sound Partnership is the WRIA LIO liaison.

6. What is the funding source for this request?
   This ASR is fully funded by a grant from the USEPA through the Puget Sound Partnership. These funds will be run through cost center 169121.
2017-2018 Budget Preparation - Regular Additional Service Request

Public Works | Natural Resources
---|---
ASR # 2017-5705 | **Fund** 169 | **Cost Center** 169119 | **Originator:** Gary Stoyka

**Expenditure Type:** One-Time | **Add'l FTE** □ | **Add'l Space** □ | **Priority** 1

**Name of Request:** WSU Extension Natural Resources O & E 2018

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**Request Total** | **$0** | **$25,000** |

1. **Description of Request:**

   a) Describe the proposed activity or service, and indicate whether it is a higher or lower priority than existing services in your department budget.

   WSU Extension will be providing outreach and education services to the Natural Resources Division for water-related issues.

   b) Who are the primary customers for this service?

   Citizens of Whatcom County.

2. **Describe the problem this request addresses and why Whatcom County needs to address it.**

   The Natural Resources Division has the need for outreach and education services that can be provided by WSU Extension.

3. **Options**

   a) **What other options have you considered? Why is this the best option?**

   1. Contract an outside firm - This option would cost more than hiring WSU extension.
   2. Not conduct these services - The general public would not receive these services.

   b) **What are the specific cost savings? (Quantify)**

   These activities have typically been included in the general contract between WSU Extension and the County. The costs for these services have been shifted from the general contract, which is funded by the general fund, to the Natural Resources budget, which is funded by the Flood Fund as they are related to Natural Resources issues. This change will have a net zero impact on the County budget, but a positive impact on the general fund and a negative impact on the flood fund.

4. **Outcomes / Objectives**

   a) **What outcomes will be delivered and when?**

   1. Manage the Whatcom Water Information Network (WWIN) website and coordinate the Speaker Series
   2. Native plant technical assistance
   3. Rain garden outreach and training/technical assistance
   4. Incorporating water quality into the 4-H program including monitoring, education, and promotion
   5. Coastal resilience grant implementation
   6. Dairy fertilizer study
   7. Green crab monitoring
   8. Agriculture outreach

   b) **How will you know whether the outcomes happened?**

   WSU Extension will be provide deliverables related to these activities.

5. **Other Departments/Agencies**

   a) **Will this ASR impact other departments or agencies? If so, please identify the departments and/or agencies impacted and explain what the impact(s) will be.**

   WSU Extension

   b) **If another department or agency is responsible for part of the implementation, name the person in charge of implementation and what they are responsible for.**
6. What is the funding source for this request?
Flood Control Zone District Fund
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Resolution for the update of the capital projects section of the Lake Whatcom Comprehensive Stormwater Plan

**ATTACHMENTS:**
Resolution and Memorandum

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

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

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

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

In October 2015, the Whatcom County Council approved a scope of work that resulted in the development of an update to the capital projects section of the Comprehensive Stormwater Plan for the Lake Whatcom Watershed. After a series of public meetings, surface water work sessions, a public comment period, and a SEPA review process, the proposed update to the comprehensive plan is now complete and ready for approval. It includes identification of the most effective phosphorous removal measures and proposed project locations where the measures will have the greatest benefit.

**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)

469
MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Kirk N. Christensen, P.E., Stormwater Supervisor

DATE: October 16, 2017

RE: Resolution for updating the capital projects section of the Lake Whatcom Comprehensive Stormwater Plan

Please find the attached resolution for adoption of the Capital Projects Section of the Lake Whatcom Comprehensive Stormwater Plan.

Requested Action
We request that the Whatcom County Council adopt the proposed resolution.

Background and Purpose
In October 2006, the Whatcom County Council approved a scope of work that initiated the development of a Comprehensive Stormwater Plan for the Lake Whatcom Watershed. In 2008, the Whatcom County Council adopted the Lake Whatcom Comprehensive Stormwater Plan (LWCSP) which helped identify programmatic solutions and capital improvement projects with the goal of reduction of pollutants into Lake Whatcom. Since then Whatcom County has been constructing capital projects outlined in the LWCSP. Projects in the original plan are either complete or on the Six-Year Water Resources Improvement Program.

This update to the LWCSP identifies the most effective capital projects to reduce phosphorus and bacteria loading to Lake Whatcom for approximately the next ten years. The project scope included identification of capital projects for construction, development of project summary sheets, prioritizing and ranking identified improvement projects, and public meetings. The update to the plan was presented at the July 18, 2017 surface water work session. The plan update is on file in the Council office or at the following link:
http://www.whatcomcounty.us/DocumentCenter/View/30912

Please contact Kirk Christensen at extension 6297, if you have any questions or concerns regarding the plan or the resolution.

Encl.
RESOLUTION NO. ____________

UPDATING THE CAPITAL PROJECT SECTION OF THE LAKE WHATCOM COMPREHENSIVE STORMWATER PLAN

WHEREAS, County Council Resolution 2008-036 establishes a comprehensive stormwater management plan for the Lake Whatcom watershed; and

WHEREAS, the plan lays out actions that meet the conditions of state and federal Total Maximum Daily Load (TMDL) and Western Washington NPDES Phase II Permit requirements; and

WHEREAS, the plan recommends programs, capital improvements, timelines and funding options with the goal of reducing the amount of phosphorus entering Lake Whatcom; and

WHEREAS, Public Works has constructed facilities and made improvements outlined in the Lake Whatcom Comprehensive Stormwater Plan, so that projects in the plan are either complete or on the current Six-Year Water Resources Improvement Program; and

WHEREAS, in October 2015 the Whatcom County Council authorized an update to the Capital Project Section of the Lake Whatcom Comprehensive Stormwater Plan to identify and prioritize additional capital improvements; and

WHEREAS, preparation of the proposed update was based on substantial public outreach, including workshops and presentations, and engagement with Lake Whatcom Management Program partners; and

WHEREAS, a SEPA Determination of Non-Significance (DNS) was issued in August 29, 2017.
NOW THEREFORE, BE IT RESOLVED that the Whatcom County Council hereby:

1. Adopts the recommendations included in the update to the capital projects section of the Lake Whatcom Comprehensive Stormwater Plan.

2. Adopts the plan as an agency SEPA policy under the State Environmental Policy Act.

APPROVED this ___ day of __, 2017.

ATTEST:

Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Daniel L. Gibson, Chief Civil Deputy Prosecutor
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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TITLE OF DOCUMENT:
An Ordinance Regarding Establishment of Speed Limits on a portion of Lake Whatcom Boulevard.

ATTACHMENTS:
1. Memo to County Executive and County Council
2. Petition to Reduce Speed
3. Speed Limit Ordinance
4. Vicinity Map

SEPA review required? ( ) Yes ( X ) NO SEPA review completed? ( ) Yes ( X ) NO
Should Clerk schedule a hearing? ( X ) Yes ( ) NO
Requested Date: 11/21/2017

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.)

To comply with RCW 46.61.415, at the direction of the County Council, it is found necessary and expedient to lower the speed limit from 35mph to 25mph on Lake Whatcom Boulevard between Cherry Lane and the western intersection Strawberry Point Road.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

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

Through: Jon Hutchings, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: October 24, 2017

Re: Ordinance Regarding Reduction of Speed Limit for a portion of Lake Whatcom Boulevard

Requested Actions:

Adoption of an ordinance to lower the speed limit on Lake Whatcom Boulevard from 35 mph to 25 mph between Cherry Lane and the western intersection of Strawberry Point Road. (See attached map).

Background and Purpose:

Lake Whatcom Boulevard residents have submitted a petition to “…extend the current speed limit of 25 mph on Lake Whatcom Boulevard to the west entrance of Strawberry Point Road.” (See attached petition).

In order to increase safety in the existing 25mph zone the Public Works Department intends to install a “Your Speed Is” radar sign to alert westbound travelers they are entering a 25mph zone. The Public Works Department supports this request as it will provide an area for the installation of the “Your Speed Is” radar sign.
Dear Chairman Barry Buchanan and Members of County Council,

The residents along Lake Whatcom Boulevard west of Strawberry Point are Petitioning the Whatcom County Council to extend the current speed limit of 25 mph on Lake Whatcom Boulevard to the west entrance of Strawberry Point. We have reported numerous road safety concerns to the Whatcom County Public Works and Whatcom County Sherriff Dept. A neighborhood meeting was held on July 13, 2017 with Rodney Vandersypen and Joe Rutan from Whatcom County Public Works; and 12 residents along Lake Whatcom Blvd living in the area of concern.

Cars often, well exceed the posted 35 mph speed beyond safe driving on this section of a narrow road which has curves, sloping curves, hills, and dips providing very limited visibility through the multiple blind spots. Due to these road conditions there is not adequate reaction time to avoid people, cars, and animals in this area when drivers exceed the speed limit of 35 mph. There are school bus stops and WTA designated stops in this section of Lake Whatcom Blvd. Many portions of this stretch also have no or minimal shoulders for pedestrians and bikers. The entire stretch of Lake Whatcom Blvd from Sudden Valley has seen a significant increase of homes and road traffic within the last 10 years. When Sudden Valley was permitted, Lake Louise Road was to be used as the primary traffic pattern due to the narrow, winding and hilly road of Lake Whatcom Blvd, as well intended to protect the watershed of Lake Whatcom. Winter months add to additional hazards as this section of road does not get direct sunlight keeping the road icy for
long periods of time. The US Post Office requires residents along the lakeside (north side) of the boulevard to have the mailboxes on the south side of the road, making an extreme and often harrowing experience to collect mail.

Over the past 10 years, the residents in the 2600 block of Lake Whatcom Boulevard have written numerous communications and contacted (by phone and in person) the Whatcom County Public Works and the Whatcom County Sheriffs’ Office for help and input of the safety concerns. We have notes and various communications available for additional information supporting the road safety concerns. Several properties and vehicles have had damage occur along the area we are requesting extending the 25mph speed limit.

We call upon the County Council to approve to extend the 25 mph speed limit reduction and have signs posting the speed limit through this hazardous stretch of road. This is a real and serious safety concern for the citizens living along Lake Whatcom Boulevard.

Thank you for considering our petition. Please feel free to contact any of the residents in this area of concern.

Sincerely Residents,

- Melody Wright
- Mark Wright
- Melody Wright
- Matt
- Linda & Bob Ross
- Dean Christie
- Marileu Calapp
- Dave Calapp
- Renee Elder & Dan Ingber
- Camille and Ralph Miller
- Kevin Hamlin

mwright1980@comcast.net
kienerosse@comcast.net
Christeyfamily@gmail.com
mrs.queen1@comcast.net
equine@dearblueeyes.com
reneeeelder@comcast.net; danadingberm@gmail.com
don.jasm@2gmail.com
khamlin851@gmail.com


- John Smith
- Joy Soltis
- Bob Marcus
- Kim E. Smith
- Margie Munro

Andrea Pettitt
joy.soltis@yahoo.com
christeyfamily@gmail.com
soltis.box5@yahoo.com
KimandEvel@gmail.com
margieannmunro02@gmail.com
ORDINANCE NO.
AMENDING WHATCOM COUNTY CODE CHAPTER 10.04, ESTABLISHMENTING THE SPEED LIMIT ON A PORTION OF LAKE WHATCOM BOULEVARD

WHEREAS, the Whatcom County Council is authorized under RCW 46.61.415 to establish speed limits on certain County roads; and

WHEREAS, a request to lower the speed limit on Lake Whatcom Boulevard by local residents; and

WHEREAS, the County Engineer is forwarding this request to the County Council to formally establish a new speed limit on Lake Whatcom Boulevard; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the speed limit on Lake Whatcom Boulevard be established as follows:

25 mph on Lake Whatcom Boulevard from Cherry Lane easterly to the westerly intersection of Strawberry Point Road located in Sections 35 and 36, Township 38 North, Range 3 East.

BE IT FURTHER ORDAINED that Whatcom County Code Chapter 10.04 is hereby amended to reflect the above speed limit.

BE IT FINALLY ORDAINED that the County Engineer is hereby directed to post the appropriate signs and that the Whatcom County Sheriff and the Washington State Patrol be notified by a copy of this ordinance.

ADOPTED this ____ day of ______, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

() Approved () Denied

Daniel J. Logston
Civil Deputy Prosecutor

Jack Louws, Executive
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>
</tr>
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<tbody>
<tr>
<td>Originator:</td>
<td>MD</td>
<td>10/26/17</td>
<td></td>
<td>11/8/17</td>
<td>Intro</td>
</tr>
<tr>
<td>Dept. Head:</td>
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<td></td>
<td></td>
<td>11/21/17</td>
<td>Finance Comm.; Board of Supervisors</td>
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<tr>
<td>Prosecutor:</td>
<td>X/thesis</td>
<td>10/26/17</td>
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</tr>
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<td>Purchasing/Budget:</td>
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<td>10/26/17</td>
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<tr>
<td>Executive:</td>
<td>TS</td>
<td>10/30/17</td>
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<td></td>
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</tbody>
</table>

**TITLE OF DOCUMENT:** Flood Control Zone District and Subzones 2017 Supplemental Budget Request #4

**ATTACHMENTS:** Resolution, Memoranda and Budget Modification Requests

**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.)

Supplemental #4 requests funding from the Flood Control Zone District Fund:

1. To appropriate $83,765 in Natural Resources to fund USGS stream gaging from grant proceeds.

**COMMITTEE ACTION:**

**BOARD OF SUPERVISORS 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).
RESOLUTION NO.        
(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 4 OF THE 2017 BUDGET

WHEREAS, the 2017 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 22, 2016; and,
WHEREAS, changing circumstances require modifications to the approved 2017 budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by the Board of Supervisors,

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors that the 2017 budget as approved in Resolution 2016-046 is hereby amended by adding the following additional amounts to the budgets included therein:

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Control Zone District Fund - Natural Resources</td>
<td>83,765</td>
<td>(83,765)</td>
<td>-</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>83,765</td>
<td>(83,765)</td>
<td>-</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of _______________________, 2017

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Board of Supervisors

APPROVED AS TO FORM:

__________________________
Civil Deputy Prosecutor
<table>
<thead>
<tr>
<th>Flood Control Zone District and Subzones</th>
<th>Budgets Amendment #4</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Fund Balance</th>
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</thead>
<tbody>
<tr>
<td><strong>Flood Control Zone District Fund - Natural Resources</strong></td>
<td>To fund USGS stream gaging from grant proceeds.</td>
<td>83,765</td>
<td>(83,765)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>83,765</td>
<td>(83,765)</td>
<td>-</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Jack Louws, County Executive for the Flood Control Zone District

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager

DATE: October 23, 2017

RE: Supplemental Budget Request

Requested Action

The Public Works Natural Resources Division is requesting supplemental budget authority for FY 2017 for continuation of stream monitoring activities.

Whatcom County has a variety of water quality and quantity issues that need to be addressed to ensure there is water of adequate quantity and quality to meet our instream and out of stream needs. Stream monitoring provides the basic information that is vital to addressing these issues. In the past, the WRIA 1 Joint Board funded these stream monitoring activities. The Flood Control Zone District (FCZD) contracted with the U.S. Geological Survey (USGS) to provide these services on behalf of the Joint Board. The WRIA 1 Joint Board has since dissolved and there are no longer funds available for this work. Public Utility District No. 1 of Whatcom County (PUD) has access to funds to fund one year of stream monitoring while a stable funding source is being identified. The PUD will provide funding to the Flood Control Zone District for this work via an interlocal agreement. This supplemental budget request provides $83,765 in funding authority to execute a new one year contract with the USGS to provide these continuous monitoring services. These costs will be completely offset by funding from the PUD in a separate interlocal agreement.

This request is for funding is from the Flood Control Zone District fund balance.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding this request.

Attachment
Supplemental Budget Request

Status: Pending

Public Works

<table>
<thead>
<tr>
<th>Supp'1 ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>2501</td>
<td>169</td>
<td>169121</td>
<td>Gary Stoyka</td>
</tr>
</tbody>
</table>

Expenditure Type: One-Time Year 1 2017 Add'l FTE □ Add'l Space □ Priority 1

Name of Request: USGS Stream Gaging 2017-18

Department Head Signature (Required on Hard Copy Submission)

X

Date 10/24/17

<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>4333.6612</td>
<td>Puget Sound Watershed Grant</td>
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<tr>
<td>7210</td>
<td>Intergov Prof Svcs</td>
<td>$83,765</td>
<td></td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:
Lower Nooksack Watershed stream monitoring

1b. Primary customers:
WRIA 1 Watershed Management Board partners

2. Problem to be solved:
Whatcom County has a variety of water quality and quantity issues that need to be addressed to ensure there is water of adequate quantity and quality to meet our instream and out of stream needs. Stream monitoring provides the basic information that is vital to addressing these issues. In the past, the WRIA 1 Joint Board funded these stream monitoring activities. The Flood Control Zone District (FCZD) contracted with the U.S. Geological Survey to provide these services on behalf of the Joint Board. The WRIA 1 Joint Board has since dissolved and there are no longer funds available for this work. Whatcom PUD has access to funds to fund one year of stream monitoring while a stable funding source is being identified. The PUD will provide funding to the Flood Control Zone District for this work via an interlocal agreement.

3a. Options / Advantages:
Whatcom County has worked with other WRIA 1 Watershed Management Board partners to identify a long-term funding source for stream monitoring. A source has not been identified at this time and the current contract for monitoring services expired on September 30, 2017. The Whatcom PUD recently obtained access to funds to pay for stream monitoring activities for one year while work continues on identifying a long-term funding source. These funds will be made available to the Flood Control Zone District to fully cover the cost of these activities. The PUD could contract directly with the USGS for these services; however, the FCZD has had a contract with the USGS for many years and it was deemed to be too administratively disruptive to have the PUD enter into a contract with the USGS for just one year.

3b. Cost savings:
This supplemental budget request is fully funded with outside funds and there will be no net impact to FCZD funds.

4a. Outcomes:
Maintaining a continuous record of stream monitoring data for future water planning and further refinement of a forthcoming groundwater model.

4b. Measures:
Monitoring data will be received and the continuous record will be maintained. Continuous monitoring will be obtained from 8 monitoring stations for one year.

5a. Other Departments/Agencies:

Wednesday, October 25, 2017

Rpt: Rpt Suppl Regular
Yes. The FCZD will contract with U.S. Geological Survey to conduct the stream monitoring. The FCZD will enter into an interlocal agreement with the Whatcom PUD to receive full funding for this contact.

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

US Geological Survey - Darrin Miller
PUD #1 of Whatcom County - Stephan Jilk

6. **Funding Source:**

The Whatcom PUD will provide all of the funding for this SBR. The FCZD will pay for this contract from cost center 169121.
TITLE OF DOCUMENT: 2017 Supplemental Budget Request #13

ATTACHMENTS: Ordinance, Memoranda & Budget Modification Requests

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes ( X ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes ( X ) NO</td>
</tr>
<tr>
<td>Should Clerk schedule a hearing?</td>
<td>( ) Yes ( X ) NO</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 #13 requests funding from the Road Fund:
1. To appropriate $1,290,000 to fund transfer in support of Birch Bay Drive and Pedestrian Facility Project Budget. From the Behavioral Health Program Fund:
2. To appropriate $5,287 to fund extra help chemical dependency professional in Drug Court. From the Countywide Emergency Medical Services Fund:
3. To appropriate $519,690 to fund EMS ALS provider contracts and to decrease County contribution in accordance with ALS plan. From the Trial Court Improvement Fund:
4. To appropriate $16,000 to fund GR36 courtroom video storage. From the Public Utilities Improvement Fund:
5. To appropriate $500,000 in Non Departmental to fund EDI transfer in support of Birch Bay Drive and Pedestrian Facility Project. From the Administrative Services Fund:
6. To appropriate $2,000,000 in Human Resources to fund unexpected medical claims.
PROPOSED BY: Executive
INTRODUCTION DATE: 11/08/17

ORDINANCE NO.
AMENDMENT NO. 13 OF THE 2017 BUDGET

WHEREAS, the 2017-2018 budget was adopted December 6, 2016; and,
WHEREAS, changing circumstances require modifications to the approved 2017-2018 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 2017-2018 Whatcom County Budget Ordinance #2016-068 is hereby amended by adding the following additional amounts to the 2017 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road Fund</td>
<td>1,290,000</td>
<td>-</td>
<td>1,290,000</td>
</tr>
<tr>
<td>Behavioral Health Program Fund</td>
<td>5,287</td>
<td>-</td>
<td>5,287</td>
</tr>
<tr>
<td>Countywide Emergency Management Fund</td>
<td>519,690</td>
<td>833,333</td>
<td>1,353,023</td>
</tr>
<tr>
<td>Trial Court Improvement Fund</td>
<td>16,000</td>
<td>-</td>
<td>16,000</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>500,000</td>
<td>-</td>
<td>500,000</td>
</tr>
<tr>
<td>Administrative Services Fund - Human Resources</td>
<td>2,000,000</td>
<td>-</td>
<td>2,000,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>4,330,977</td>
<td>833,333</td>
<td>5,164,310</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of ____________________, 2017.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

( ) Approved    ( ) Denied

Jack Louws, County Executive

Date: ____________________

I:\BUDGET\SUPPLS\2017_Suppl\Supplemental #13-2017.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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</thead>
<tbody>
<tr>
<td>Road Fund</td>
<td>To fund transfer in support of Birch Bay Drive and Pedestrian Facility project budget.</td>
<td>1,290,000</td>
<td>-</td>
<td>1,290,000</td>
</tr>
<tr>
<td>Behavioral Health Program Fund</td>
<td>To fund extra help chemical dependency professional in Drug Court</td>
<td>5,287</td>
<td>-</td>
<td>5,287</td>
</tr>
<tr>
<td>Countywide Emergency Management Fund</td>
<td>To fund EMS ALS provider contracts and to decrease County contribution in accordance with ALS plan.</td>
<td>519,690</td>
<td>833,333</td>
<td>1,353,023</td>
</tr>
<tr>
<td>Trial Court Improvement Fund</td>
<td>To fund GR36 courtroom video storage.</td>
<td>16,000</td>
<td>-</td>
<td>16,000</td>
</tr>
<tr>
<td>Public Utilities Improvement Fund</td>
<td>To fund EDI transfer in support of Birch Bay Drive and Pedestrian Facility project budget.</td>
<td>500,000</td>
<td>-</td>
<td>500,000</td>
</tr>
<tr>
<td>Administrative Services Fund - Human Resources</td>
<td>To fund unexpected medical claims.</td>
<td>2,000,000</td>
<td>-</td>
<td>2,000,000</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>4,330,977</td>
<td>833,333</td>
<td>5,164,310</td>
</tr>
</tbody>
</table>
MEMORANDUM

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

Through: Jon Hutchings, Director

From: Randy Rydel, Public Works Financial Services Manager

Date: October 31, 2017

Subject: Supplemental Budget Request (SBR)-2500, a companion to SBR-2497 supplementing the Birch Bay Drive and Pedestrian Facility Project Based Budget fund for construction

Enclosed for your approval is Supplemental Budget Request (SBR)-2500 from the Road Fund that accompanies SBR-2497. Both requests move the Birch Bay Drive and Pedestrian Facility Project to construction.

Requested Action
Public Works respectfully requests that the County Council and the County Executive approve SBR-2500 which transfers funds from the Road Fund to the Birch Bay Drive and Pedestrian Facility Project 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. Ordinance 2014-036 amended the project fund amount to $2,200,000 for consultant design services. Ordinance 2016-069 amended the project fund amount to $2,700,000 for consultant design services and property acquisition. Ordinance 2017-023 amended the project fund amount to $3,600,000 for consultant design services and property acquisition. SBR-2497 increases project expenditure authority by $7,850,000 for Construction and Construction Engineering (construction phase) services, bringing the total project expenditure authority to $11,450,000.

SBR-2500 authorizes a transfer from the Road Fund to fully fund the project budget.

Funding Amount and Source
The Construction and Construction Engineering work will be funded through multiple sources with the balance of funding coming from the Road Fund. The requested transfer of $1.29 million was planned for the 2018 capital construction supplemental, but is more appropriately timed as a companion to SBR-2497. This request fully funds the Birch Bay project.

Please contact Randy Rydel at extension 6271, if you have any questions or concerns regarding the terms of this request.
Supplemental Budget Request

Public Works

Suppl # 2500 Fund 108 Cost Center 108920 Originator: Randy Rydel

Expenditure Type: One-Time Year 1 2017 Add'l FTE □ Add'l Space □ Priority 1

Name of Request: Birch Bay Dr and Ped Facility 2017 Transfer to PBB

☑️

Department Head Signature (Required on Hard Copy Submission) Date: 10/31/17

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
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<tbody>
<tr>
<td>8351.339</td>
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</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$1,290,000</td>
</tr>
</tbody>
</table>

1a. Description of request:

This request is made in conjunction with SBR-2497 which requests additional expenditure authority for the Birch Bay Dr and Ped Facility project based budget. The companion SBR-2497 calls out all of the remaining project funding sources and has identified the remaining road funding portion of $5.49 million. Of this total, $4.20 million was previously budgeted in the 2017 capital budget. This request will authorize the remaining $1.29 million of project funding to be transferred from the Road fund to the Project Fund to fully fund the road portion of the project.

Any road funds left unspent at the end of the project will be turned back to the road fund.

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:

Fund Balance. This transfer of funds from the road fund to the project based budget fund was previously projected in the 2018 capital budget. The anticipated passage of this request has resulted in a reduction to the 2018 Road Fund budget request.

Tuesday, October 31, 2017
Supplemental Budget Request

Superior Court

Expenditure Type: Ongoing  Year 1  2017  Add'l FTE  Add'l Space  Priority  1

Name of Request: Extra Help CDP

Department Head Signature (Required on Hard Copy Submission)  Date  10-18-17

Costs:

<table>
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<th>Object Description</th>
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<tbody>
<tr>
<td>6120</td>
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<tr>
<td>6230</td>
<td>Social Security</td>
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<tr>
<td>6259</td>
<td>Worker's Comp-Interfund</td>
<td>$52</td>
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<tr>
<td>6269</td>
<td>Unemployment-Interfund</td>
<td>$6</td>
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</table>

Request Total  $5,287

1a. Description of request:
The Incarceration Reduction and Prevention Task force has recommended a part time Chemical Dependency Professional be hired to allow expanding Adult Drug Court. The position will free up the Drug Court Coordinator's time and allow them to focus on program expansion.

1b. Primary customers:
Drug Court clients

2. Problem to be solved:
Drug Court's Coordinator spends a large amount of time doing the work of a Chemical Dependency Professional, which doesn't allow time for program development and expansion. In order to increase the capacity of Drug Court, the Coordinator's time needs to be freed up to work in such activities.

3a. Options / Advantages:
We have looked at all other options, and this is the best at this time as it allows for expansion and growth without increasing Drug Court's expenses significantly

3b. Cost savings:
There are no immediate cost savings

4a. Outcomes:
Free up coordinator's time to focus on drug court expansion.

4b. Measures:
When the staff is hired and can take over these duties.

5a. Other Departments/Agencies:
Impact on the Prosecutor's Office, Public Defender, and Court.

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

6. Funding Source:
Funding is from 1-10th Mental Health dollars.
MEMORANDUM

To: Whatcom County Council Members
From: Tyler Schroeder, Deputy Executive
Subject: Budget Supplemental – EMS ALS Provider Contracts
Date: September 22, 2017

BACKGROUND
With the successful passage of the EMS Levy, efforts have been made to fulfill the recommendations of the Funding Work Group (FWG) adopted by County Council in March, 2016. The FWG recommendations outlined revised ALS Service Fees which were included in the EMS Levy Budget as well as compensation for Medical Program Director Services.

The County has worked with the ALS providers and Medical Program Director to develop new 6 year professional service agreements that include the new per unit cost for ALS services and a professional services Agreement for the Medical Program Director. Those contracts are anticipated for County Council approval in November.

This budget supplemental increased the budget to accommodate the new ALS service fee. It also includes the return of pre-levy contribution of $833,333 to the General Fund.

ACTION:
The County Executive requests council review and approval of this budget supplemental in the amount of $1,353,023 for 2017 EMS budget adjustments.
Supplemental Budget Request

Non-Departmental

Supp ID # 2477  Fund 130  Cost Center 130100  Originator: T Helms

Expenditure Type: One-Time  Year 1 2017  Add'l FTE  Add'l Space  Priority 1

Name of Request: Emergency Medical Services ALS Provider Contracts

X

Department Head Signature (Required on Hard Copy Submission)  Date 10/27/17

Costs:

<table>
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<tr>
<th>Object</th>
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<tr>
<td>6630</td>
<td>Professional Services</td>
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<tr>
<td>7210</td>
<td>Intergov Prof Svcs</td>
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</tr>
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<td>$92,405</td>
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<tr>
<td>8301</td>
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</tr>
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<td>$1,353,023</td>
</tr>
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</table>

1a. Description of request:
Adjust EMS budget resulting from new contract resulting from EMS Levy passage which approved new ALS Fee per unit cost as well as Countywide Medical Program Director Services.

1b. Primary customers:
Whatcom County EMS system providers, Whatcom County and citizens of Whatcom County

2. Problem to be solved:
This budget supplemental adjusts the EMS budget consistent with the new 2017 ALS Service Fees approved through the Funding Work Group Recommendations in their EMS Levy Budget.

3a. Options / Advantages:
There is no other option. The 2014 - 2016 ALS service agreements were amended to include service year 2017. With the success of the EMS Levy a new 6-year agreement has been negotiated for 2017-2023 which includes the new ALS rates recommended by the EMS Funding Work Group and approved by the EMS Oversight Board, the County Council and ultimately through the new EMS Levy.

3b. Cost savings:
The pre-levy contribution in the amount of $833,333 will be returned to the General Fund.

4a. Outcomes:
The ALS providers will be compensated for the difference between the former 2017 ALS rate and the adjusted 2017 ALS rates. The ALS rates are based on the work accomplished by the EMS Funding Work Group which developed the EMS Levy Budget. The County wide Medical Program Director will be compensated for Medical Program Director services.

4b. Measures:
The ALS providers will be compensated at the new ALS rate.

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:
EMS Levy tax collection
## EMS - 2017

<table>
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<th>Object Account</th>
<th>Sub Account</th>
<th>Account Description</th>
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<td>Professional Services - MPD</td>
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<td>(50,000)</td>
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<td><strong>Contracted Services Adjustment</strong></td>
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<td>(519,690)</td>
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### County Contribution Adjustment

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<th>Sub Account</th>
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<td>Return GF pre-levy contribution</td>
<td>(833,333)</td>
<td>-</td>
<td>(833,333)</td>
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</table>

**Total Adjustments**

(1,353,023)
MEMO TO: Jack Louws, County Executive
FROM: Michael Russell, Facilities Manager
DATE: October 14, 2017
RE: Supplemental Budget Request – Transfer fund from the Court Improvement fund for the Recording Equipment to meet the General Rule 36 (GR-36). This rule requires video cameras within a Courthouse to maintain a 7 day archive of all video cameras within a Courthouse.

Background and Purpose

Please allow this memo to serve as a request for approval of the accompanying Budget Supplemental to meet the GR-36 recording requirements. This supplemental request will provide for the appropriation of funding and spending authority to implement the requirement of the GR-36 rule.

The County has met all of the requirements of this rule with the exception of the archiving of the video cameras. Once approved the process to complete the archiving requirements will be met in the next 60 to 90 day, depending on equipment availability and programming.

Facilities is asking that the funds identified in the Court Improvement fund be made available so that we can properly manage this project.
Supplemental Budget Request

Non-Departmental

Supp ID # 2494  Fund 135  Cost Center 135100  Originator: T. Helms

Expenditure Type: One-Time  Year 1 2017  Add'l FTE  Add'l Space  Priority 1

Name of Request: GR 36 Courtroom Video Storage

X

Department Head Signature (Required on Hard Copy Submission)  Date 10/27/17

Costs:

<table>
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<td>7420</td>
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1a. Description of request:
General Rule 36 (GR 36) is a new rule intended to encourage incident reporting and well-coordinated efforts to provide basic security and safety measures in Washington courts. Whatcom County provides many security and safety measures to ensure members of the public can expect safe and secure courthouses. To ensure all GR36 requirements are met Whatcom County must expand the capacity to retain security camera footage for 7 days. The current capacity is only 3 or 4 days of security camera footage. To accomplish this the County will expand the capacity on the server in order to contain the additional days of camera footage.

1b. Primary customers:
Whatcom County Courts and the Public.

2. Problem to be solved:
General Rule 36 suggests the retention of 7 days of courthouse camera footage. The County currently only retains 3 or 4 days worth of camera footage. By expanding the capacity on the server the County will be able to retain at least 7 days worth of security camera footage as suggested in General Rule 36.

3a. Options / Advantages:
Expanding the server capacity to retain more security camera footage will ensure the County has met all of the requirements of General Rule 36.

3b. Cost savings:
N/A

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:
Trial Court Improvement Fund

Monday, October 16, 2017
Supplemental Budget Request

Non-Departmental

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Expenditure Type: One-Time Year 1 2017 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: EDI Trf to support Birch Bay project

X

Department Head Signature (Required on Hard Copy Submission) /0/3/17 Date

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</table>

1a. Description of request:
Companion supplemental to project budget amendment to provide funding for Birch Bay Drive and Pedestrian Facility (Suppl # 2497)

Council approved the use of the 500K from EDI on October 25, 2016.

"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)"
Approved Consent 7-0"

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:
Public Utilities Improvement Fund Balance

Tuesday, October 31, 2017
Supplemental Budget Request

Administrative Services

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<td>2504</td>
<td>507</td>
<td>507340</td>
<td>Karen S. Goens</td>
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</table>

Human Resources

Expenditure Type: One-Time

Name of Request: Unexpected Medical Claims

X

Department Head Signature (Required on Hard Copy Submission)

Date: 10/27/17

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<td>$2,000,000</td>
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</table>

1a. Description of request:

During the second half of this year, medical claims costs will exceed the expenditure level set for the 2017 budget.

1b. Primary customers:

Employees and family members covered by the County's self-insured medical plan.

2. Problem to be solved:

We have been notified of some significantly high dollar claims. Once a claim reaches $375,000, the excess insurance carrier will reimburse costs, however the County must expend the dollars up front.

3a. Options / Advantages:

The County is obligated to cover the costs for all medical claims which occur during any claim year. If expenditures for the year are higher than revenues (collected from departments per eligible employee), it becomes necessary to tap the medical reserves.

3b. Cost savings:

None.

4a. Outcomes:

The County will fulfill its obligation to medical plan participants and will meet state fiscal requirements under RCW 48.62.

4b. Measures:

The State Risk Manager requires and audits annual reports for all self-insured medical programs.

5a. Other Departments/Agencies:

No.

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

N/A

6. Funding Source:

The County maintains contingent medical reserves within the Administrative Services Fund to insulate the program against unusual severity and/or frequency of medical claims.
**TITLE OF DOCUMENT:**
Ordinance Authorizing the Levy of Taxes for County and State Purposes in Whatcom County, Washington, for the Year of 2018

**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 2018 property tax levy.
ORDINANCE NO. _____________

ORDINANCE AUTHORIZING THE LEVY OF TAXES
FOR COUNTY AND STATE PURPOSES
IN WHATCOM COUNTY, WASHINGTON,
FOR THE YEAR OF 2018

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and 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 December 6, 2016; and,

WHEREAS, the County Council, in the course of considering the mid-biennium review and modification has reviewed all sources of revenue and examined all anticipated expenses and obligations; and,

WHEREAS, the County Council has determined it is not necessary to increase the General Fund property tax levy for 2018 to fund essential county services, and,

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 2017 for collection in 2018; and,

(C) The amounts collected through the County general levy shall be limited to the amount of 2017 taxes increased for the addition of new construction and improvements to property and any increase in the value of state-assessed property; and,
(D) Because the State of Washington is currently 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 2018, 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 ___ day of ________________, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Daniel L. Gibson
Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

( ) APPROVED  ( ) NOT APPROVED

Jack Louws, Executive

Date:__________
EXHIBIT A WILL BE AVAILABLE AFTER THE FIRST OF THE YEAR 2018
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
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<th>Date</th>
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<th>Assigned to:</th>
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<tbody>
<tr>
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**TITLE OF DOCUMENT:**
Ordinance Limiting the 2018 General Fund Property Tax Levy

**ATTACHMENTS:**
Proposed Ordinance

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

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

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

The proposed ordinance limits 2018 General Fund Property Tax Levy and establishes a new maximum allowable property tax levy.

**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.
ORDINANCE NO. __________

ORDINANCE LIMITING THE 2018 GENERAL FUND PROPERTY TAX LEVY

WHEREAS, the County Council has approved a budget for the 2017–2018 biennium, including all sources of revenues and anticipated expenditures, on December 6, 2016; and

WHEREAS, the County Council, in the course of considering the mid-biennium review and modification has reviewed all sources of revenue and examined all anticipated expenses and obligations; and,

WHEREAS, the County Council has determined it is not necessary to increase the General Fund property tax levy for 2018,

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that amounts collected through the County general levy shall be limited to the amount of 2017 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state-assessed property. 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 2018 levy in the amount of $0, which is a percentage increase of 0% from the previous year.

ADOPTED this ___ day of ________________, 2017

ATTEST:

______________________________
Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

______________________________
Daniel L. Gibbons, Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________
Barry Buchanan, Council Chair

( ) APPROVED  ( ) NOT APPROVED

______________________________
Jack Louws, Executive

Date: __________________
### WHATCOM COUNTY COUNCIL AGENDA BILL

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<tr>
<td>Executive:</td>
<td>T 5</td>
<td>10/30/17</td>
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**TITLE OF DOCUMENT:**
Ordinance Authorizing the Levy of Taxes for County Conservation Futures Purposes for 2018

**ATTACHMENTS:**

- Proposed Ordinance

**SEPA review required?** ( ) Yes ( X ) 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.)

The proposed ordinance adopts the Whatcom County 2018 tax levy for Conservation Futures.

**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.
PROPOSED BY: Executive
INTRODUCTION DATE: November 8, 2017

ORDINANCE NO. __________
ORDINANCE AUTHORIZING THE LEVY OF TAXES
FOR CONSERVATION FUTURES PURPOSES FOR 2018

WHEREAS, pursuant to Home Rule Charter Section 6.10 the County Executive is required to submit for Council consideration a budget and 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 December 6, 2016; and,

WHEREAS, the County Council, in the course of considering the mid-biennium review and modification has reviewed all sources of revenue and examined all anticipated expenses and obligations; and,

WHEREAS, the County Council has determined it is not necessary to increase the Conservation Futures Fund property tax levy for 2018,

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that amounts collected through the County Conservation Futures levy shall be limited to the amount of 2017 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state-assessed property. 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 2018 levy in the amount of $0, which is a percentage increase of 0% from the previous year.

ADOPTED this ___ day of _____________, 2017

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Daniel T. Gibson
Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

( ) APPROVED ( ) NOT APPROVED

Jack Louws, Executive

Date:
TITILE OF DOCUMENT:
Ordinance Authorizing the Levying of 2018 Property Taxes for County Road Purposes

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 authorizes the 2018 Property Tax Levy for County Road Purposes.

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. __________
ORDINANCE AUTHORIZING THE LEVY OF 2018
PROPERTY TAXES FOR COUNTY ROAD PURPOSES

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 December 6, 2016; and,

WHEREAS, the County Council, in the course of considering the mid-biennium review and modification has reviewed all sources of revenue and examined all anticipated expenses and obligations; and,

WHEREAS, the County Council has determined it is not necessary to increase the Road Fund property tax levy for 2018,

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Whatcom County Council that the amounts collected through the County Road levy shall be limited to the amount of 2017 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state-assessed property. 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 2018 levy in the amount of $0, which is a percentage increase of 0% from the previous year.
BE IT FURTHER ORDAINED AND ESTABLISHED, that the Whatcom County Council does hereby authorize diverting $806,530 of the County Road District levy for the budget year 2018 to the General Fund. Diverted County Road Taxes are to be used for traffic law enforcement in the unincorporated areas of Whatcom County.

ADOPTED this ___ day of ________________, 2017.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

( ) APPROVED  ( ) NOT APPROVED

Jack Louws, Executive

Date:__________

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Civil Deputy Prosecutor


**WHEN COM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**

A Resolution Authorizing The Levy Of Taxes for the Whatcom County Flood Control Zone District for 2018

**ATTACHMENTS:**

Proposed Resolution

**SEPA review required?** ( ) Yes (X) 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.)

The proposed resolution adopts the Whatcom County Flood Control Zone District 2018 tax levy.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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**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.
RESOLUTION NO.________
RESOLUTION AUTHORIZING THE LEVY OF TAXES
FOR THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT FOR 2018

WHEREAS, RCW 86.15.160(3) authorizes the Board of Supervisors of the Whatcom County Flood Control Zone District (WCFCZD) to impose an ad valorem property tax levy of up to fifty cents per thousand dollars of assessed value upon real property within the district; and

WHEREAS, the Board of Supervisors of the WCFCZD has reviewed the proposed annual budget, including all sources of revenues and anticipated expenditures; and,

WHEREAS, the annual budget provides detailed listings of various revenues including property taxes; and,

WHEREAS, the WCFCZD Board of Supervisors has held a public hearing concerning the annual budget, the property tax rates, and revenues included therein.

NOW, THEREFORE, BE IT RESOLVED by the WCFCZD Board of Supervisors that amounts collected through the WCFCZD levy shall be limited to the amount of 2017 taxes, increased for the addition of new construction and improvements to property and any increase in the value of state-assessed property. 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 2018 levy in the amount of $0, which is a percentage increase of 0% from the previous year.

ADOPTED this ___ day of _________________, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, District Chair

APPROVED AS TO FORM:

Daniel L. Givson
Civil Deputy Prosecutor
**Title of Document:**
Appointment to fill vacancy on Planning Commission District 2

**Attachments:**
Application

**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.

Introduction Item of Appointment to fill District 2 vacancy on Whatcom County Planning Commission. This is a partial term ending on 1/31/2021. The Planning Commission assists the Planning and Development Services Department, the Commission conducts hearings and makes findings and conclusions to the Planning and Development Services Department and the Whatcom County Council. Current application: Stephen Jackson.
Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

First Name  Stephen
Last Name    Jackson
Date         10/30/2017
Street Address  3000 West Maplewood Avenue
City         Bellingham
Zip          98225
Do you live in & are you registered to vote in Whatcom County? Yes
Do you have a different mailing address? Field not completed.
Primary Telephone  7024032243
Secondary Telephone  7024032243
Email Address  swjaxon@gmail.com

Step 2
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Planning Commission</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 2</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?</td>
<td>No</td>
</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>No</td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience, qualifications, &amp; interest in response to the following questions</td>
<td>resume_UPDATED_1017.pdf</td>
</tr>
<tr>
<td>9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education</td>
<td>I am a Deputy Public Defender for Whatcom County. My duties include representing indigent defendants in criminal matters. I am well-versed in the laws and statutes of Washington and Whatcom County. I am also a member of the North Sound Behavioral Health Advisory Board.</td>
</tr>
</tbody>
</table>
10. Please describe why you’re interested in serving on this board or commission

It is clear that Whatcom County is in a significant period of growth. As a result, this growth must be managed in a way that is sustainable, logical, and serves all members of the community. I would like to lend my talents and expertise to assist with reaching that goal. I am a proud resident of Whatcom County and look forward to serving my community for years to come.

References (please include daytime telephone number):

Jill Bernstein -- (360) 961-2677  Jane Boman -- (206) 353-2508
Maggie Peach -- (360) 319-4769

Signature of applicant:  Stephen W. Jackson

Place Signed / Submitted  Bellingham, WA

Email not displaying correctly? [View it in your browser.]
Stephen W. Jackson
3000 West Maplewood Avenue
Bellingham, WA 98225
(702) 403-2243
swjackson@gmail.com

Education:
William S. Boyd School of Law, University of Nevada, Las Vegas
Juris Doctor, December 2014

University of Nevada, Las Vegas
Bachelor of Arts, May 2012
Major: Criminal Justice

Experience:
Whatcom County Public Defender
Deputy Public Defender
April 2015 – Present
- Make daily court appearances representing clients and negotiating plea deals
- Manage a large felony, misdemeanor and juvenile court caseload
- Assist with Whatcom County Mental Health Court

Office of the Federal Public Defender for the District of Nevada – Non-Capital Habeas Unit
Law Clerk
January 2014 – May 2014
- Wrote pleadings, briefs, and motions for indigent clients seeking appellate relief from federal and state courts

U.S. District Court for the District of Nevada
Judicial Extern to the Honorable Kent Dawson
May 2013 – August 2013
- Worked on a complex issue of first impression involving changes to Nevada’s foreclosure laws
- Wrote draft orders to be signed by the judge on criminal and civil cases that came before the court

Legal Aid Center of Southern Nevada
Law Clerk – Special Education Unit
May 2013 – August 2013
- Support legal staff with research and writing on local special education issues
- Advocated on behalf of special-needs students at hearings with school district staff

KLAS-TV
Online News Editor – Assignment Editor
December 2006 – July 2012
- Responsible for writing and copyediting stories for a large news website
- Produced all online elements for a nationally recognized investigative journalism team
- Managed Las Vegas’ largest television newsroom

Volunteering:
Washington State Bar Association
Editorial Advisory Committee
July 2016 – Present
- Work with WSBA staff to oversee the publication of WSBA’s magazine

North Sound Behavioral Health Advisory Board
Board Member
August 2016 – Present
- Enact policy and budgetary recommendations for behavioral health services for five Washington counties

Awards:
- 2013 duPont – Columbia Award for Excellence in Broadcasting
- 2011 Peabody Award for Excellence in Broadcasting
- 2006 Emmy Awards – Crime Reporting and Investigative Reporting
- Four-time Edward R. Murrow Award winner