WHATCOM COUNTY COUNCIL

COUNCIL AGENDA
FOR OCTOBER 23, 2018

MEMBERS OF OUR COMMUNITY WHO REQUIRE SPECIAL ASSISTANCE TO PARTICIPATE IN OUR MEETINGS ARE ASKED TO CONTACT OUR OFFICE AT LEAST 96 HOURS IN ADVANCE

AS A COURTESY TO ALL MEETING ATTENDEES, CELLULAR PHONE USE IS PROHIBITED IN THE COUNCIL CHAMBERS

ACCESSIBLE PARKING IS AVAILABLE NEAR THE COURTHOUSE SOUTH ENTRANCE

OUR REGULAR COUNCIL MEETINGS CAN BE VIEWED LIVE AT https://www.youtube.com/user/WhatcomCountyGov AND ARE ALSO BROADCAST ON BTV10 (COMCAST CHANNEL 10) AT 7 P.M. ON THE TWO WEDNESDAYS FOLLOWING EACH TUESDAY EVENING COUNCIL MEETING

PLEASE VISIT US AT WWW.CO.WHATCOM.WA.US FOR THE FOLLOWING:

COUNCIL MEETING AUDIO AND VIDEO
COUNCIL OFFICE EMAIL POLICY
CURRENT COUNCIL AGENDA
CURRENT COUNCIL PACKET
PUBLIC NOTICES
1979 - 2018 ORDINANCES
1979 - 2018 RESOLUTIONS
1984 - 2018 COMMITTEE MINUTES
1979 - 2018 COUNCIL MINUTES

UPCOMING MEETINGS AND EVENTS:

OCTOBER 30, 2018
9:30 A.M. – BUDGET WORK SESSION
COUNCIL CHAMBERS, 311 GRAND AVENUE

NOVEMBER 6, 2018
ELECTION DAY
9:30 A.M. – BUDGET WORK SESSION
COUNCIL CHAMBERS, 311 GRAND AVENUE

NOVEMBER 7, 2018
(WEDNESDAY)
REGULAR COUNCIL AND COMMITTEE MEETINGS

TODAY’S SCHEDULE:

9:30 A.M. – NATURAL RESOURCES COMMITTEE
IMMEDIATELY FOLLOWING NATURAL RESOURCES COMMITTEE (NO LATER THAN 11 A.M.) – FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

1 P.M. – COMMITTEE OF THE WHOLE (EXECUTIVE SESSION)
IMMEDIATELY FOLLOWING COMMITTEE OF THE WHOLE (NO LATER THAN 1:45 P.M.) – SPECIAL COMMITTEE OF THE WHOLE

3:30 P.M. – PLANNING AND DEVELOPMENT COMMITTEE
IN ACCORDANCE WITH WHATCOM COUNTY CODE SECTIONS 2.02.040 AND 2.02.060, THE FOLLOWING RULES SHALL APPLY DURING ALL COUNCIL AND COUNCIL COMMITTEE MEETINGS:

Section 2.02.040 Meetings – General rules.

E. All council and council committee meetings shall be conducted pursuant to The American Institute of Parliamentarians Standard Code of Parliamentary Procedure, latest edition, except when in conflict with the standing rules of the council.

L. During an open session or public hearing, audience members will be given three minutes to address the council.

M. Cell phones shall be silenced and cell phone conversations shall be prohibited within the confines of the council chambers during meetings.

N. Placards, signs, applause, or other distractions shall not be allowed in the council chambers without the consent of the council chair.

O. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, while attending a council or council committee meeting may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the council during that meeting.

2.02.060 Meetings – Decorum of debate.

A. Any councilmember desiring to speak shall first be recognized by the chair, and shall confine his or her remarks to the specific subject under consideration or to be considered. The councilmember who has proposed a motion or the committee member who has presented a report shall be allowed the first opportunity to explain the motion or report, and usually is allowed to speak last on it. No member or small group of members shall be permitted to monopolize the discussion on a question. If a member has already spoken and other members wish to speak, they should be recognized in preference to the member who has already spoken on a question.

B. Councilmembers shall address each other as “councilmember” and the council chair shall be addressed as “chair."

C. Staff members, presenters, and the general public shall be addressed as Mr., Mrs., Ms., or by their official or honorary title.

D. When two or more councilmembers desire to speak at the same time, the chair shall name the member who shall have the floor.

E. When a councilmember is speaking, no other member shall hold discourse which may interrupt the speaker except to raise a point of order. The chair should insist that every member be attentive to the business before the assembly.

F. Councilmembers shall have time to explain any motion they intend to make. All motions will begin with the words, “I move” and must receive a second prior to being put to a vote.

G. When it appears that all councilmembers who wish to speak have done so, the chair shall inquire, “Is there any further discussion?” If there is not, the question is put to a vote.

H. To bring a question to immediate vote, a councilmember may move to close debate. If more than one motion is pending, the motion to close debate should specify the pending motions to which it applies (main motion, motion to amend, etc.). The motion to close debate cannot interrupt a speaker, is not debatable, and requires an affirmative vote by two-thirds of the councilmembers in attendance. The motion to close debate should be used in moderation, as members cannot be expected to maintain interest in an organization if they are frequently denied the right to participate in its deliberations.
COUNCIL COMMITTEE SCHEDULES

NATURAL RESOURCES COMMITTEE
Members: Timothy Ballew, Todd Donovan, Satpal Sidhu
9:30 a.m. Tuesday, October 23, 2018
Council Chambers, 311 Grand Avenue

Special Presentation
1. Presentation by Department of Fish and Wildlife Enforcement Program Chief Steve Bear (AB2018-304) Pages 1 - 2

Committee Discussion
1. Update on Engrossed Substitute Senate Bill (ESSB) 6091 status in WRIA 1 (AB2018-290) Page 3

Other Business

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
Members: Rud Browne, Tyler Byrd, Satpal Sidhu
Immediately Following Natural Resources Committee (no later than 11 a.m.)
Tuesday, October 23, 2018
Council Chambers, 311 Grand Avenue

County Executive’s Report

Special Presentation
1. Short video presentation - Restoring Dignity and Hope by Providing Identification (AB2018-017) Page 4

Committee Discussion and Recommendations to Council
1. Ordinance closing County Parks Improvement Fund 330 (AB2018-284) Pages 5 - 6
2. Ordinance amending the Whatcom County Budget, thirteenth request, in the amount of $182,722 (AB2018-285) Pages 7 - 13
3. Request authorization for the County Executive to accept a grant award from the U.S. Department of Homeland Security toward the purchase of a salt water patrol vessel, in the amount of $280,125 (from 10/9) (AB2018-280) Pages 14 - 30
4. Resolution ordering the cancellation of unclaimed checks more than two years old (AB2018-291) Pages 31 - 57
5. Request authorization for the County Executive to enter into a contract between Whatcom County Flood Control Zone District and Geneva Consulting Services for coordination of the Whatcom Local Integrating Organization, in the amount of $68,743 (Council acting as the Whatcom County Flood Control Zone District Board of Supervisors) (AB2018-292) Pages 58 – 81

Council "Consent Agenda" Items
1. Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Eberle Vivian for administration of the County’s self-insured workers’ compensation program for the years 2019 through 2021, in the amount of $169,000, for a total amended contract amount of $315,237 (AB2018-293) Pages 82 - 86
2. Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Meridian School District to provide behavioral health services within the Meridian School District, in the amount of $108,000, for a total amended contract amount of $378,000 (AB2018-294)  
   Pages 87 - 96

3. Request authorization for the County Executive to enter into a property use agreement between Whatcom County and Whatcom Transit Authority (WTA) to provide limited authority for WTA to install, operate and maintain a covered bus shelter at the existing bus stop location at Lookout Mountain Forest Preserve, 2537 Lake Louise Road (AB2018-295)  
   Pages 97 - 105

4. Request authorization for the County Executive to enter into a contract between Whatcom County and Wheeler Consulting Group, Inc. for Swift Creek environmental review, permitting and engineering design support, in the amount of $355,490 (AB2018-296)  
   Pages 106 - 164

5. Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to assist in preparing for all hazards through sustainment and enhancement of the Sheriff’s Office Division of Emergency Management Program, with funding from the US Department of Homeland Security Emergency Management Performance Grant Program, CFDA#97.042, in the amount of $72,713 (AB2018-297)  
   Pages 165 - 215

Other Business
_________________________________________________________________________________
_________________________________________________________________________________

COMMITTEE OF THE WHOLE
1 p.m. Tuesday, October 23, 2018  
Council Conference Room, 311 Grand Avenue

Committee Discussion

1. Discussion regarding a potential easement acquisition for the Flood Control Zone District with Public Works staff (AB2018-018)  
   [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(b)]  
   Page 216

2. Discussion regarding a potential property acquisition for the Flood Control Zone District with Public Works staff (AB2018-018)  
   [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(b)]  
   Page 217

Other Business
_________________________________________________________________________________
_________________________________________________________________________________

SPECIAL COMMITTEE OF THE WHOLE
Immediately Following Committee of the Whole (no later than 1:45 p.m.)  
Tuesday, October 23, 2018  
Council Chambers, 311 Grand Avenue

Special Presentation

1. Introduction of the proposed 2019-2020 Whatcom County Budget, including an overview by County Executive Jack Louws and discussion of councilmember questions regarding the following budget submissions: Executive’s Office, Administrative Services, and non-departmental (budget documents can be at www.whatcomcounty.us/2895/2019-2020-Biennial-Budget) (AB2018-305)  
   Pages 218 - 219
Committee Discussion

1. Discussion regarding preliminary draft Comprehensive Plan and zoning amendments – Cherry Point (AB2018-076D)
   Pages 220 - 234

Other Business

PLANNING AND DEVELOPMENT COMMITTEE
Members: Barbara Brenner, Tyler Byrd, Todd Donovan
3:30 p.m. Tuesday, October 23, 2018
Council Chambers, 311 Grand Avenue

Special Presentation

1. Semi-annual report from Planning and Development Services (AB2018-066)
   Page 235

Committee Discussion

1. Discussion of proposed ordinance amending the Whatcom County Comprehensive Plan relating to Density Credits, PDRs, and TDRs (ordinance scheduled for introduction this evening) (AB2018-298)
   Pages 236 - 266

2. Discussion of a proposed ordinance amending Whatcom County Code 24.11, Drinking Water (ordinance scheduled for introduction this evening) (AB2018-303)
   Pages 267 - 271

Other Business
COUNCIL AGENDA

REGULAR COUNCIL MEETING
7 p.m. Tuesday, October 23, 2018
Council Chambers, 311 Grand Avenue

CALL TO ORDER
ROLL CALL
FLAG SALUTE
ANNOUNCEMENTS

If you will be handing out paperwork to councilmembers, please give one copy to the clerk for our office files. Thank you.

MINUTES CONSENT

1. Board of Health for October 2, 2018
   Pages 272 - 274
2. Committee of the Whole for October 9, 2018
   Pages 275 - 276
3. Special Committee of the Whole for October 9, 2018
   Pages 277 - 279
4. Regular County Council for October 9, 2018
   Pages 280 - 286
5. Surface Water Work Session for October 16, 2018
   Pages 287 - 288

PUBLIC HEARINGS

Audience members who wish to address the council during a public hearing are asked to sign up at the back of the room prior to the meeting. The council chair will ask those who have signed up to form a line at the podiums. Each speaker should state his or her name for the record and, optionally, include city of residence. Speakers will be given three minutes to address the council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude comments. When a large group of individuals supports the same position on an issue, the selection of one or two representatives to speak on behalf of the entire group is encouraged.

1. Ordinance adopting amendments to the Whatcom County Comprehensive Plan relating to Capital Facilities (AB2018-282) (public hearing only – adoption will be scheduled for a later date)
   Pages 289 - 348
2. Resolution approving the Whatcom County 2019 Annual Construction Program (AB2018-281)
   Pages 349 - 397
3. Ordinance changing the name of Creasy Road to Creasey Road (AB2018-286)
   Pages 398 - 404

OPEN SESSION (20 MINUTES)

During open session, audience members can speak to the council on any issue not scheduled for public hearing. Each speaker should state his or her name for the record and, optionally, include city of residence. Speakers will be given three minutes to address the council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude comments.

CONSENT AGENDA

Items under this section of the agenda may be considered in a single motion. Councilmembers have received and studied background material on all items. Committee review has taken place on these items, as indicated. Any member of the public, administrative staff, or council may ask that an item be considered separately.

(From Finance and Administrative Services Committee)

1. Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Eberle Vivian for administration of the County’s self-insured workers’ compensation program for the years 2019 through 2021, in the amount of $169,000, for a total amended contract amount of $315,237 (AB2018-293)
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**Pages 87 - 96**

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**Pages 97 - 105**

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**Pages 165 - 215**

**OTHER ITEMS**

(From Finance and Administrative Services Committee)

1. Ordinance closing County Parks Improvement Fund 330 (AB2018-284)  
**Pages 5 - 6**

2. Ordinance amending the Whatcom County Budget, thirteenth request, in the amount of $182,722 (AB2018-285)  
**Pages 7 - 13**

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**Pages 14 - 30**

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**Pages 58 - 81**

**COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

Per Whatcom County Code 2.03.060 and 100.02.080, applications for council-appointed and FCZD board of supervisor-appointed citizen boards, commissions, and committees may be accepted until 10:00 a.m. on Tuesday of the week prior to the regularly scheduled council meeting at which nominations and possible vote to appoint are scheduled to occur.

1. Appointment, per RCW 85.38.070(5), to fill vacancy on Consolidated Drainage Improvement District #20 Board of Supervisors, Position 3 - applicant(s): Glen Oostema (AB2018-288)  
**Pages 405 - 406**

**EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

Per Whatcom County Code 2.03.070(B), the council must confirm or reject executive appointments within 30 days of submission to the council. County code deems the appointee confirmed if council does not take action within this time.

1. Request confirmation of the County Executive’s appointment of Raymond Owings to the Bicycle/Pedestrian Advisory Committee (AB2018-299)  
**Pages 407 - 409**
INTRODUCTION ITEMS
Council action will not be taken. The council may accept these items for introduction (no action) in a single motion. Changes, in terms of committee assignment for example, may be made at this time.

1. Receipt of application to fill vacancies on the Whatcom County Climate Impact Advisory Committee, applicants: Ellyn Murphy and John Yakawich (committee provides review and recommendations to the Whatcom County Council and Executive on issues related to the preparation and adaptation for, and the prevention and mitigation of, impacts of climate change) (application deadline for any other applicants is 10 a.m. October 30, 2018) (AB2018-289)
   Pages 410 - 422

2. Ordinance adopting amendments to the Whatcom County Comprehensive Plan relating to Density Credits, PDRs, and TDRs (AB2018-298)
   Pages 236 - 266

3. Ordinance establishing the Northshore Drive/Edgewater Lane Stormwater Improvements Fund and establishing a project based budget for the Northshore Drive/Edgewater Lane Stormwater Improvements Fund (AB2018-300)
   Pages 423 - 427

4. Ordinance establishing the E. Smith/Hannegan Road Intersection Improvements Fund and establishing a project based budget for the E. Smith/Hannegan Road Intersection Improvements; CRP #914002 (AB2018-301)
   Pages 428 - 433

5. Ordinance establishing Whatcom County Code 2.47, creating a Whatcom County Food System Committee intended to draft, implement and provide oversight for a county-wide plan to strengthen our local and regional food system (AB2018-302)
   Pages 434 - 439

6. Ordinance amending Whatcom County Code 24.11, Drinking Water (AB2018-303)
   Pages 440 - 444

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

ADJOURN
The next regular council meeting is scheduled for 7 p.m. WEDNESDAY, November 7, 2018, in the Council Chambers, 311 Grand Avenue.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Update from Chief Bear, Washington Department of Fish & Wildlife

**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.)
Update from Chief Steve Bear, Washington Department of Fish & Wildlife

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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<th>Related County Contract #:</th>
<th>Related File Numbers:</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.
Hello,

On behalf of the Department of Fish and Wildlife’s Enforcement Program, Chief Steve Bear requests time to address the Commissioners at one of their upcoming public meetings. He is requesting 20 minutes to give a brief presentation on the overall services that Fish and Wildlife officers provide to and positive financial impact recreational hunting and fishing creates in your county. Please let me whom to contact at the county to schedule Chief Bear’s presentation.

Thank you

Katelyn McCauley
Department of Fish and Wildlife
Administrative Assistant 3
Katelyn.Mccauley@dfw.wa.gov
PH: 360-902-2937
Fax: 360-902-2155
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Update Council on ESSB 6091 status in WRIA 1

**ATTACHMENTS:**
None

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<th>( ) Yes</th>
<th>( X ) NO</th>
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<td>SEPA review completed?</td>
<td>( ) Yes</td>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Staff will update council on the status of implementation of ESSB 6091 in WRIA 1.

**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).
### TITLE OF DOCUMENT:
Special Presentations

### ATTACHMENTS:

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

Special Presentations

Short video presentation, scheduled by Councilmember Rud Browne: "Restoring Dignity and Hope by Providing Identification"

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**TITLE OF DOCUMENT:** Ordinance Closing the Parks Improvement Capital Projects Fund 330

**ATTACHMENTS:** Ordinance

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<th>( ) Yes</th>
<th>( X ) NO</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.)

Request closes the County Parks Improvement Fund and transfers remaining funding to the Parks Special Revenue Fund

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

10/9/2018: Introduced 6-0

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:
ORDINANCE NO. _________

CLOSING COUNTY PARKS IMPROVEMENT FUND 330

WHEREAS, on December 21, 1989 Ordinance 89-126 reestablished the County Parks Improvement Fund as a capital improvement fund, making it eligible to accrue interest in accordance with ordinance 88-63; and

WHEREAS, this limited usage of the fund to capital projects only; and

WHEREAS, the projects anticipated by the original 1988 voter approved levy have been accomplished, and

WHEREAS, on April 22, 2014 ordinance 2014-028 established the Parks Special Revenue Fund to account for restricted and committed revenues used to fund maintenance, operations and park improvements; and

WHEREAS, the County Parks Improvement Fund is no longer necessary; and

WHEREAS, the current cash balance in the County Parks Improvement Fund of $1,278.04 can be transferred to the Parks Special Revenue Fund,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the County Parks Improvement Fund 330 be dissolved and its remaining cash balance transferred to the Park Special Revenue Fund 126.

ADOPTED this ____ day of ____________________, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________
Dana Brown-Davis, Council Clerk

______________________________
Civil Deputy Prosecutor

Rud Browne, Chair of the Council

( ) Approved     ( ) Denied

______________________________
Jack Louws, County Executive
Date: ________________________
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<td></td>
<td>WHATCOM COUNTY COUNCIL</td>
<td>10/23/18</td>
<td>Finance Com.; Council</td>
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<tr>
<td>Dept. Head:</td>
<td></td>
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</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>10/4/18</td>
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<td>Purchasing/Budget:</td>
<td>DRC</td>
<td>10/4/18</td>
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<tr>
<td>Executive:</td>
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</tbody>
</table>

**TITTLE OF DOCUMENT:** 2018 Supplemental Budget Request #13

**ATTACHMENTS:** Ordinance & Budget Modification Requests

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

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

Supplemental #13 requests funding from the General Fund:

1. To appropriate $280,377 in the Sheriff’s Office to provide additional funding for Guild settlement.
2. To reduce budget authority by $280,377 in Non-Departmental to fund Sheriff’s Guild wage adjustments.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

10/9/2018: Substitute Introduced 6-0

| Related County Contract #: | Related File Numbers: | Ordinance or Resolution Number: |
ORDINANCE NO.
AMENDMENT NO. 13 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>Sheriff</td>
<td>280,377</td>
<td>-</td>
<td>280,377</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>(280,377)</td>
<td>-</td>
<td>(280,377)</td>
</tr>
<tr>
<td>Total General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Supplemental</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of _________________, 2018.

ATTEST:

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of the Council

APPROVED AS TO FORM:

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>Sheriff</td>
<td>To fund additional Sheriff's Guild wage settlement adjustments.</td>
<td>280,377</td>
<td>-</td>
<td>280,377</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>To move budget authority to Sheriff to fund Sheriff's Guild adjustments.</td>
<td>(280,377)</td>
<td>-</td>
<td>(280,377)</td>
</tr>
<tr>
<td>Total General Fund</td>
<td></td>
<td></td>
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<tr>
<td>Total Supplemental</td>
<td></td>
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<td></td>
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</tbody>
</table>
Supplemental Budget Request

Sheriff

Expenditure Type: One-Time
Year: 2018

Name of Request: Additional funding for Guild settlement

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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<tbody>
<tr>
<td>6110</td>
<td>6210</td>
<td>Regular Salaries &amp; Wages</td>
<td>$229,185</td>
</tr>
<tr>
<td>6210</td>
<td>6230</td>
<td>Retirement</td>
<td>$12,443</td>
</tr>
<tr>
<td>6230</td>
<td>6245</td>
<td>Social Security</td>
<td>$17,533</td>
</tr>
<tr>
<td>6245</td>
<td>6269</td>
<td>Medical Insurance</td>
<td>$20,919</td>
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<tr>
<td>6269</td>
<td></td>
<td>Unemployment-Interfund</td>
<td>$297</td>
</tr>
<tr>
<td></td>
<td>Request Total</td>
<td>$280,377</td>
<td></td>
</tr>
</tbody>
</table>

1a. Description of request:
Transfer adequate budget authority from Non Departmental wage reserves to cover Sheriff's Guild 2017 wage settlement retro payment paid the beginning of 2018 and adjust for a budgeting error which inadvertently eliminated funding for a vacant deputy position.

1b. Primary customers:
Sheriff's Guild and Exempt Commissioned Officer Staff

2. Problem to be solved:
The Sheriff's Guild 2017 wage and benefit settlement was paid retroactively with the first payroll of 2018. The previous supplemental for the Sheriff's Guild wage settlement only provided funding for 2018 settlement costs. In addition, the previous supplemental only contained funding for 79, instead of 80, deputy positions. While adjusting for the difference in funding between the budget adopted during the biennial budget process and the new Guild settlement, funding for the vacant Crisis Intervention Deputy added during the mid-biennium adjustments was inadvertently eliminated. This supplemental addresses these budget shortfalls. Adequate budget authority exists in the Non-Departmental wage reserve account to fund these requests.

3a. Options / Advantages:
No options. The wage settlement was paid per contract and the Sheriff's budget currently does not have adequate budget authority to cover it. Elimination of funding for the vacant position was as a result of an error by Finance budget staff.

3b. Cost savings:
None

4a. Outcomes:
Upon adoption of the supplemental request, the budget authority will be established in the Sheriff's budget

4b. Measures:
JD Edwards accounting system will reflect the change in budget authority

5a. Other Departments/Agencies:
Finance will record the increase in budget authority in the Sheriff’s Office and the corresponding decrease in Non Departmental

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

Thursday, October 04, 2018

Rpt: Rpt Suppl Regular
## Supplemental Budget Request

**Sheriff**

<table>
<thead>
<tr>
<th>Suppl ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>2648</td>
<td>1</td>
<td></td>
<td>M Caldwell</td>
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</table>

**Administration**

**Status:** Pending

### 6. Funding Source:
- Non Departmental wage reserve account
# SHERIFF'S RETRO & Vacant position add-back

<table>
<thead>
<tr>
<th>Account</th>
<th>Wages</th>
<th>Retirement</th>
<th>Social Security</th>
<th>Unemployment</th>
<th>Health Ins</th>
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</thead>
<tbody>
<tr>
<td>CostCenter</td>
<td>6110</td>
<td>6210</td>
<td>6230</td>
<td>6269</td>
<td>6245</td>
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<tr>
<td>2900 Total</td>
<td>3,905</td>
<td>212</td>
<td>299</td>
<td>5</td>
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<tr>
<td>2910 Total</td>
<td>20,138</td>
<td>1,093</td>
<td>1,541</td>
<td>26</td>
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<tr>
<td>2912 Total</td>
<td>1,629</td>
<td>88</td>
<td>125</td>
<td>2</td>
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<tr>
<td>2920 Total</td>
<td>103,579</td>
<td>5,624</td>
<td>7,924</td>
<td>135</td>
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<tr>
<td>2930 Total</td>
<td>12,030</td>
<td>653</td>
<td>920</td>
<td>16</td>
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<tr>
<td>2935 Total</td>
<td>1,676</td>
<td>91</td>
<td>128</td>
<td>2</td>
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<tr>
<td>2950 Total</td>
<td>6,486</td>
<td>352</td>
<td>496</td>
<td>8</td>
<td></td>
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<tr>
<td>2970 Total</td>
<td>8,516</td>
<td>462</td>
<td>651</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>2980 Total</td>
<td>3,446</td>
<td>187</td>
<td>264</td>
<td>4</td>
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</tr>
<tr>
<td><strong>Retro Subtotal</strong></td>
<td><strong>161,403</strong></td>
<td><strong>8,762</strong></td>
<td><strong>12,348</strong></td>
<td><strong>209</strong></td>
<td><strong>182,722</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vacant position add-back</th>
</tr>
</thead>
<tbody>
<tr>
<td>2920</td>
</tr>
</tbody>
</table>

| Totals                  | 229,185 | 12,443 | 17,533 | 297 | 20,919 | 280,377 |
1a. Description of request:
Companion supplemental to Suppl ID # 2648 to provide funding for Sheriff’s Guild 2017 retro payments and correcting a vacant position error.

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:
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator: DMP</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>Division Head:</td>
<td></td>
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<tr>
<td>Dept. Head:</td>
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<td>Prosecutor:</td>
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<tr>
<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
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</tr>
</tbody>
</table>

RECEIVED
OCT 02 2018
WHATCOM COUNTY COUNCIL

TITLE OF DOCUMENT:

ATTACHMENTS:

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.)

FY2018 Port Security Grant awarded to the Whatcom County Sheriff’s Office to purchase a salt water patrol vessel. The Sheriff’s Office is currently the only local law enforcement agency in Whatcom County responsible for marine law enforcement on the waterways within the boundaries of Whatcom County, including approximately 700 square miles of salt water in the Straits of Georgia. The Sheriff’s Office currently does not have a maritime vessel suitable for year round operation on the salt water. The estimated cost of the proposed vessel is $373,500. The Port Security Grant will fund 75% ($280,125) with required local match of 25% ($93,375). The local share will be funded through Vessel Registration Fees which are deposited into an account dedicated solely for supporting the jurisdiction’s boating safety program in accordance with state law.

COMMITTEE ACTION:
10/9/2018: Held in committee for two weeks

COUNCIL ACTION:
10/9/2018: Held in Committee

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

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

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
DATE: September 24, 2018
RE: U.S. Department of Homeland Security
    FY2018 Port Security Grant Program (PSGP) Grant No. EMW-2018-PU-0012
    Purchase Salt Water Patrol Vessel

Attached for your review and approval are two (2) originals of U.S. Department of Homeland Security (DHS) FY2018 Port Security Grant Program (PSGP) award to purchase a new salt water patrol vessel.

BACKGROUND AND PURPOSE
The Whatcom County Sheriff's Office is currently the only local law enforcement agency in Whatcom County responsible for marine law enforcement on the waterways within the boundaries of Whatcom County. These areas include all of the lakes and rivers in Whatcom County along with approximately 700 square miles of salt water in the Straits of Georgia.

The Sheriff's Office currently has four maritime vessels, none of which are suitable for year round operation on the salt water; nor are these vessels ideal platforms for safely transporting arrestees from Point Roberts to Bellingham.

The proposed vessel is designed for the purpose of enhancing our maritime domain awareness and for detection of radiological, chemical, and nuclear devices in the waterways of Whatcom County. It would also enhance Whatcom County's ability to respond rapidly to natural or unnatural disasters on our waterways, improve proactive patrols through recreational boating enforcement and Stonegarden operations, and would allow the Sheriff's Office to respond to Point Roberts to transport arrestees.

FUNDING AMOUNT AND SOURCE
The estimated cost of the vessel is $373,500. The Port Security Grant will fund 75% ($280,125) with required local match of 25% ($93,375). The local share will be funded through Vessel Registration Fees which are deposited into an account dedicated solely for supporting the jurisdiction's boating safety program in accordance with state law.

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

Thank you.
<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Sheriff's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>35 Sheriff’s Office / 3520 Bureau of LE &amp; Investigations / 352060 Boating Program</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Jeff Parks, Undersheriff</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>U.S. Department of Homeland Security</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
- Yes [x]  No [ ]
- If yes, grantor agency contract number(s): EMW-2018-
- If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: PU-00112

**Does contract require Council Approval?**
- Yes [x]  No [ ]
- If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: CCFD#: 97.056

**Is this a grant agreement?**
- Yes [x]  No [ ]
- If yes, grantor agency contract number(s): PU-00112

**Is this contract grant funded?**
- Yes [ ]  No [x]  If yes, Whatcom County grant contract number(s): 1003518002

**Is this contract the result of a RFP or Bid process?**
- Yes [ ]  No [x]  If yes, RFP and Bid number(s): 1003518002

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

**Contract Amount:**
- (sum of original contract amount and any prior amendments):
  - $280,125.00

**This Amendment Amount:**
- $280,125.00

**Total Amended Amount:**
- $280,125.00

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, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit “B” of the Budget Ordinance.
5. 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: U.S. Department of Homeland Security FY2018 Port Security Grant Program funding to purchase a new salt water patrol vessel. The Port Security Grant will fund 75% ($280,125) of the cost of a new boat with required local match of 25% ($93,375) to be funded through Vessel Registration Fees (VRF).

**Term of Contract:** 09/01/2018  **Expiration Date:** 08/31/2021

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

**Last edited:** 08/08/18
Jack Louws  
County of Whatcom  
Public Safety Building  
311 Grand Avenue  
Bellingham, WA 98225 - 4038  

Re: Grant No. EMW-2018-PU-00112  

Dear Jack Louws:  

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Port Security Grant Program has been approved in the amount of $280,125.00. As a condition of this award, you are required to contribute a cost match in the amount of $93,375.00 of non-Federal funds, or 25 percent of the total approved project costs of $373,500.00.  

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:  

- Agreement Articles (attached to this Award Letter)  
- Obligating Document (attached to this Award Letter)  
- FY 2018 Port Security Grant Program Notice of Funding Opportunity.  

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.  

In order to establish acceptance of the award and its terms, please follow these instructions:  

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.  

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.  

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.  

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.  

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.
THOMAS GEORGE DINANNO GPD Assistant Administrator
AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: County of Whatcom
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2018-PU-00112-S01

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Article III Acceptance of Post Award Changes
Article IV Procurement of Recovered Materials
Article V Whistleblower Protection Act
Article VI Use of DHS Seal, Logo and Flags
Article VII USA Patriot Act of 2001
Article VIII Universal Identifier and System of Award Management (SAM)
Article IX Reporting of Matters Related to Recipient Integrity and Performance
Article X Rehabilitation Act of 1973
Article XI Trafficking Victims Protection Act of 2000
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<td>Debarment and Suspension</td>
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<td>XVI</td>
<td>Copyright</td>
</tr>
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<td>XVII</td>
<td>Civil Rights Act of 1964 - Title VI</td>
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<td>XVIII</td>
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<td>Americans with Disabilities Act of 1990</td>
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<td>Age Discrimination Act of 1975</td>
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<td>XXI</td>
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<td>XXII</td>
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<td>XXVII</td>
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<td>Lobbying Prohibitions</td>
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<td>XXXI</td>
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<td>Hotel and Motel Fire Safety Act of 1990</td>
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<td>Fly America Act of 1974</td>
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<td>XXXIV</td>
<td>Federal Leadership on Reducing Text Messaging while Driving</td>
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<td>XXXV</td>
<td>Federal Debt Status</td>
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<tr>
<td>XXXVI</td>
<td>False Claims Act and Program Fraud Civil Remedies</td>
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Article XXXVII

Energy Policy and Conservation Act

Article XXXVIII

Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Article XXXIX

Duplication of Benefits

Article XL

Drug-Free Workplace Regulations

Article XLI

Civil Rights Act of 1968

Article XLI

Prior Approval for Modification of Approved Budget

Article I - Summary Description of Project

Project 1: Purchase Patrol Vessel is fully funded for $280,125.

Article II - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article IV - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article V - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VII - USA Patriot Act of 2001

Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article VIII - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article IX - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the recipient’s currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article X - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article XI - Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

**Article XII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article XIII - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article XIV - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XV - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article XVI - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article XVII - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article XVIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.
Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XIX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101-12213).

Article XX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXI - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXII - Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXIV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO)
may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

**Article XXV - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

**Article XXVI - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

**Article XXVII - Non-supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXIX - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXX - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article XXXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

**Article XXXII - Hotel and Motel Fire Safety Act of 1990**

**Article XXXIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

**Article XXXIV - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**Article XXXV - Federal Debt Status**

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXXVI - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

**Article XXXVII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article XXXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XXXIX - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article XL - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

**Article XLI - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the
Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100.201.)

Article XLII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

BUDGET COST CATEGORIES

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Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2018-PU-00112-S01
2. AMENDMENT NO. ***
3. RECIPIENT AWARD NO. V00135074
4. TYPE OF ACTION
5. CONTROL NO. WX03517N2018T

6. RECIPIENT NAME AND ADDRESS
County of Whatcom
Public Safety Building
311 Grand Avenue
Bellingham, WA, 98225 - 4038

7. ISSUING FEMA OFFICE AND ADDRESS
FEMA-GPD
400 C Street, SW, 3rd floor
Washington, DC 20472-3645
POC: 866-927-5646

9. NAME OF RECIPIENT PROJECT OFFICER
Michael King

10. NAME OF FEMA PROJECT COORDINATOR
Central Scheduling and Information Desk
Phone: 800-368-6498
Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION
09/01/2018

12. METHOD OF PAYMENT
PARS

13. ASSISTANCE ARRANGEMENT
Cost Reimbursement

14. PERFORMANCE PERIOD
From: 09/01/2018 To: 08/31/2021
Budget Period: 09/01/2018 08/31/2021

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

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<th>CFDA NO.</th>
<th>ACCOUNTING DATA (ACCS CODE)</th>
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<th>CURRENT TOTAL AWARD</th>
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b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

18. FEMA SIGNATORY OFFICIAL (Name and Title)

SHENAUZ SUBRINA WONG, Assistance Officer
WHATCOM COUNTY:
Recommended for Approval:

[Signature]

Bill Elfo, Sheriff

Date

Approved as to form:

[Signature]

Prosecuting Attorney

Date

Approved:
Accepted for Whatcom County:

By: ________________________________
Jack Louws, Whatcom County Executive

Date

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

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

____________________________________________________________________________________

NOTARY PUBLIC in and for the State of Washington, residing at _______________________.
My commission expires ________________________.
From: Jeff Parks  
Sent: Tuesday, October 09, 2018 3:00 PM  
To: Council  
Cc: Bill Elfo; Tyler Schroeder; Jack Louws; Doug Chadwick  
Subject: Questions regarding Port Security Grant - Acquisition of Saltwater Patrol Vessel  
Importance: High

Honorable Council Members,

Questions came up today regarding the Homeland Security Grant application which was on the consent agenda of the Finance and Administrative Services Committee. I want to be sure to get interested Council Members the information they need for consideration of this request. As I understand it several questions pertain to the level of activity for Point Roberts, which would necessitate transporting in-custody persons to Bellingham. We are preparing numbers for the following, however please realize that this may involve some manual checking given the time period in question.

- Custodial arrests for the years 2015-2018 – Point Roberts
- Calls for service at Point Roberts and Lummi Island
- Transports made via boat during that time

Anecdotally we have estimated that it would be around 6-8 per year for required transports, but will provide you confirmed numbers. In addition we have received concerns from the Point Roberts community regarding how the Sheriff's Office intends to reach them in the event of a disaster or other event that precludes travel or response by highway through Canada. As you are aware the Lummi Island Ferry periodically goes down for repairs and maintenance and there is no way to respond to the island by vehicle. We have received concerns numerous times about how the Sheriff's Office intends to respond to the Island to emergencies during these periods.

Historically we have always assured the public that we could respond either by aircraft or Coast Guard vessel. We have found increasingly that the Coast Guard is not available to assist as they are being tasked for other mission priorities. Our Boating Safety Program Coordinator relayed that he has been told that the Coast Guard would not generally be available for this type of assistance. Aircraft is generally not a good option due to weather limitations and the type of transport necessary for prisoners.

Concern regarding expanding the boat program and service hours as a result of the addition of the watercraft: We are not programming in additional patrol hours nor activity that would not normally be experienced or expected within the established boating program. The personnel currently assigned to the program stays the same and the hours allocated to the program for planned patrols stays the same as well. Boat-trained deputies would be responding to the boat for transports and emergencies. This is the case now when we can obtain another craft to respond. No other areas will suffer negative impacts or reduced responses as a result. There will be some additional costs, which are reasonable and
manageable within the budget and revenues that support the program. We can give you a breakdown of these anticipated costs and have looked at Skagit County for their program cost experience. The vessel registration funds (VRF) cover the expected expenses of our approved boating safety program, and the Port Security Grant is available to assist with repair and replacement of equipment for grant-funded assets. We have monitored Skagit Counties program to verify this. In addition the VRF cannot supplant other operations/costs that are non-programmatic.

Please realize that the transports, while a major reason for the request, is not the only issue that weighed into our evaluation and decision to pursue the grant to obtain this vessel. Search and Rescue operations, mandated accident investigations, crime scenes and recoveries that are along remote areas of shoreline, the railway corridor along the shoreline that cannot be accessed by vehicles, security issues and investigations involving critical infrastructure, vessels in distress that we have been called to assist, and suspects that have used waterways to flee or avoid apprehension. We also assist on a regular basis with responses to Eliza island, to include transporting County Staff. The only craft that we use for this activity at this time is the boat that services Lake Whatcom. During boating season, when most of our other calls also occur, the 27-foot Donzi has to be recovered from the lake and trailered to Squalicum Marina, which takes a specialized vehicle and personnel to do the transport, costing us valuable time and adding expense. During such times there is no boat available on Lake Whatcom.

The Port Security Grant Program is a well-established and long-running program that provides valuable assistance to local governments that would not otherwise be able to afford the initial capital outlay for vessels of this type. There are other communities applying for the funds on an ongoing basis and we have evaluated this approach for several years to ascertain all the costs and benefits to this approach. We are hopeful that our community can benefit from this opportunity as it has proven to be very successful and cost effective in other jurisdictions.

We will make sure to have you the statistical information as soon as possible.

Respectfully,

Jeff Parks
Undersheriff
Whatcom County Sheriff’s Office
360-778-6610

Our Values: Excellence, Integrity, Teamwork
Resolution Ordering The Cancellation Of Unclaimed Checks More Than Two Years Old

ATTACHMENTS:
Above mentioned resolution and list of unclaimed checks

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
The Whatcom County Jail Inmate Trust Fund has unclaimed checks issued prior to June 30, 2016. The attached resolution allows Administrative Services Finance and the Treasurer’s Office to cancel the unclaimed checks listed in Exhibit A and directs them to report and remit those funds to the DOR Unclaimed Property Division.

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.
SPONSORED BY: Consent

PROPOSED BY: Executive

INTRODUCTION DATE: ________

RESOLUTION NO. ________

ORDERING THE CANCELLATION OF UNCLAIMED CHECKS
MORE THAN TWO YEARS OLD

WHEREAS, RCW 63.29.130 states that property held by courts and
public agencies that remains unclaimed by the owner for more than two years is
presumed abandoned; and,

WHEREAS, the Whatcom County Sheriff's Office/Jail has provided a list
of Inmate Trust Fund checks that were issued prior to 06-30-16 and never presented or
claimed by the owner.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County
Council that Administrative Services Finance and the Treasurer's Office are directed,
pursuant to RCW 63.29.130, to cancel the unclaimed checks listed in Exhibit A, and to
report and remit those funds to DOR Unclaimed Property Division.

APPROVED this ______ day of ____________________, 2018.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_________________________  __________________________
Dana Brown-Davis, Council Clerk  Rud Browne, Council Chair

APPROVED as to form:

_________________________  9/28/18
Elizabeth Gallery, Civil Deputy Prosecutor
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This report may contain privileged and/or confidential information that is intended solely for the use of the Correctional Facility. The report may contain nonpublic personal information about inmates subject to the restrictions of privacy laws. You may not directly or indirectly reuse or disclose such information for any purpose other than to provide the services for which you are receiving the information.
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This report may contain privileged and/or confidential information that is intended solely for the use of the Correctional Facility. The report may contain nonpublic personal information about inmates subject to the restrictions of privacy laws. You may not directly or indirectly reuse or disclose such information for any purpose other than to provide the services for which you are receiving the information.
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## Inmate Transaction Report
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This report may contain privileged and/or confidential information that is intended solely for the use of the Correctional Facility. The report may contain nonpublic personal information about inmates subject to the restrictions of privacy laws. You may not directly or indirectly reuse or disclose such information for any purpose other than to provide the services for which you are receiving the information.
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**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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**TITLE OF DOCUMENT:**

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

**ATTACHMENTS:**
1. Memo
2. Contract Information Sheet
3. Contract and Exhibits

<table>
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<th>SEPA review required?</th>
<th>( ) Yes ( x ) NO</th>
<th>SEPA review completed?</th>
<th>( ) Yes ( x ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes ( x ) NO</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.)

The WRIA 1 Watershed Management Board acts as Local Integrating Organization (LIO) for water resources programs in the WRIA 1 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 contract with the Puget Sound Partnership.

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 LIO Ecosystem Recovery Plan. Geneva Consulting Services was chosen for this contract through a competitive selection process.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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<th>Related County Contract #:</th>
<th>Related File Numbers</th>
<th>Ordinance or Resolution Number</th>
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Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

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

RE: Contract between Whatcom County Flood Control Zone District and Geneva Consulting Services for Coordination of the Whatcom County LIO

DATE: October 2, 2018

Enclosed are two (2) originals of a contract between Whatcom County Flood Control Zone District (FCZD) 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 WRIA 1 region. The WRIA 1 Management Team met on August 22, 2018 and approved the draft FFY 2018 LIO Coordination Scope of Work for FCZD as fiscal agent, acting on behalf of the WRIA 1 Watershed Management Board, for negotiating a grant agreement with the Puget Sound Partnership. The FCZD received a grant agreement from the Puget Sound Partnership (Agreement Number: 2019-17) 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 LIO Ecosystem Recovery Plan. Geneva Consulting Services was chosen for this contract through a competitive selection process using the Whatcom County Request for Proposals (RFP) 18-45.

• Funding Amount and Source
  This contract is fully funded through a grant from the Puget Sound Partnership. The FCZD has adequate budget authority in the 2018 budget and in the proposed 2019 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
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<th>Originating Department:</th>
<th>Public Works</th>
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<td>Contract or Grant Administrator:</td>
<td>Gary Stoyka/Austin Rose</td>
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<tr>
<td>Contractor’s / Agency Name:</td>
<td>Geneva Consulting Services</td>
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**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: 

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

**Is this contract grant funded?** Yes ☒ No ☐ If yes, Whatcom County grant contract number(s): 201809005 

**Is this contract the result of a RFP or Bid process?** Yes ☒ No ☐ If yes, RFP and Bid number(s): RFP 18-45 Contract Cost Center: 169121 

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

**Contract Amount:** (sum of original contract amount and any prior amendments): $ 68,743 

**This Amendment Amount:** $ 

**Total Amended Amount:** $ 

**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 the following tasks: 1) Maintain, Organize, Facilitate and Administer a LIO, 2) Action Agenda Coordination, 3) Performance Management, and 4) Adaptive Management of LIO Ecosystem Recovery Plan. 

**Term of Contract:** one year 

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<td>5. Contractor signed:</td>
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<td>6. Submitted to Exec.:</td>
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<td>7. Council approved (if necessary):</td>
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<td>8. Executive approved:</td>
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<td>9. Original to Council:</td>
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V2.0
CONTRACT FOR SERVICES AGREEMENT
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 9,
Exhibit A (Scope of Work), pp. 10 to 12,
Exhibit B (Compensation), pp. 13,
Exhibit C (Certificate of Insurance), pp. 14
Exhibit D (Grant Terms and Conditions), pp 15 to 21

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 ______ day of ______, 2018, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of September, 2019.

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 $ ______. 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

[Signature]
Becky Peterson, Sole Proprietor

STATE OF WASHINGTON
COUNTY OF Whatcom

On this ______ day of October, 20____, before me personally appeared ______, known to me to be the Sole Proprietor (name of Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
Loanni J. Cummings
NOTARY PUBLIC in and for the State of Washington, residing at Bellington, Washington

[Seal]
Commission expires ______.
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:
[Signature] 19/10/18
Department Director  Date

Approved as to form:
[Signature] 10-11-18
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

By:________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

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

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

CONTRACTOR INFORMATION:

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

Contract for Services Agreement
Geneva Consulting Services

v2.0
GENERAL CONDITIONS

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

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

Series 10-19: Provisions Related to Term and Termination

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

10.2 Extension: Not Applicable

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

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

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.
Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

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

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

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

23.1 Labor Standards:
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 general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00 (this amount may vary with circumstances)
General Liability & Property Damage for bodily injury- $1,000,000.00 (this amount may vary with circumstances)

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

a. Professional Liability - $1,000,000 per occurrence: Not Applicable

34.2 Industrial Insurance Waiver:

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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:

Insert here (name, job title, work address)

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

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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 of the extension of time claimed to be due.

d. Arbitration:
Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to
nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

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

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

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

Task 1: Organize, Support, Administer, Facilitate and Coordinate a Local Integrating Organization

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 (8 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 15, 2019; April 15, 2019; July 15, 2019; and September 30, 2019.
- 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 15, 2019; April 15, 2019; July 15, 2019; and September 30, 2019.
- Agendas from regional meetings and trainings attended. January 15, 2019; April 15, 2019; July 15, 2019; and September 30, 2019.
- Briefing papers or other material prepared in support of Whatcom LIO Ecosystem Coordination Board representative and alternate. January 15, 2019; April 15, 2019; July 15, 2019; and September 30, 2019.

Budget Estimate: $30,647
Labor: $29,960
Mileage: $687
Task 2: Steward and Implement Puget Sound Action Agenda 2018-2022

Project Approach:
- Coordinate and facilitate implementation of near-term actions identified in the 2018-2022 Action Agenda. This will include:
  - Facilitate process for LIO to address common barriers, gaps, opportunities, and encourage best practices throughout LIO geography
  - Assistance with identifying existing funding sources and leveraging existing partnerships that can contribute to NTA implementation
  - 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 the 2018-2022 Action Agenda adoption process.
  - Participate in the after action review. Type and level of engagement to be determined.
- 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.
- Provide input on the 2022-2026 Action Agenda Comprehensive Plan update, expected to begin summer 2019.

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:
- Progress reports describing coordination of near-term action implementation. January 15, 2019; April 15, 2019; July 15, 2019; and September 30, 2019.
- Copy of process to identify LIO priority NTAs for direct funding including a list of selected priority NTAs. December 1, 2018.
- Copy of 2018 Action Agenda adoption process comments, if any, submitted to Puget Sound Partnership January 30, 2019

Budget Estimate: $9,870

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:
- Twice yearly reports on status of near-term actions to WRIA 1 Management Team. April 15 and September 30, 2019.

Budget Estimate: $2,590
Labor: $2,590

Task 4: Support Communication and Adaptive Management of LIO Ecosystem Recovery Plan

Project Approach:
- Coordinate with Management Team or Staff Teams to Contribute to PSP communications development.

Contract for Services Agreement
Geneva Consulting Services
• Coordinate adaptive management of the LIO plan and strategies and supporting advancement of priority tasks.
• Communicate and provide Adaptive Management needs and update to the PSP for purposes of updating Miradi files.
• Maintain and Update LIO Plan Miradi files.
• Coordinate Whatcom LIO input to PSP related to PSP synthesis process.
• 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 on Task 4 coordination.
• 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: $25,636
Labor: $24,540
Outreach Supplies: $900
Copies/Supplies other subtasks: $196
As consideration for the services provided pursuant to Exhibit A, 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 worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed $68,743. 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 INSURANCE)

## CERTIFICATE OF LIABILITY INSURANCE

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

### IMPORTANT
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Rice Insurance LLC
1460 Broadway
P.O. Box 630
Bellingham, WA 98227

**INSURER**
Ohio Security Insurance Co
2400 E 35th
Cleveland, OH 44109

**COVERAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101) Additional Renter(s), must be attached if more space is required.

Whatcom County is included as an additional insured for the above-noted insurance per Form C08610413. 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**

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EXHIBIT "D"
(GRANT TERMS AND CONDITIONS)

Title: Whatcom County LIO – FFY2018 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 43.17.330 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 MOTEL 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 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 grantee 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, retain 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 the 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 6900-06 (Rev. 08/2008). 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: http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf.
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. Cost principles in 2 CFR 200 shall be abided by. These principles generally prohibit the use of federal grant funds for litigation against the US or for lobbying or other political activities.

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.

19. 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-15), 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, 2018, the limit is $829.36 per day $78.67 per hour.
(Calculations: 2018 Level IV Executive Schedule annual pay = $164,200 / 2087 = $78.67 per hour or $829.36 per day).

20. 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 if 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.

21. 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.

22. 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.

23. 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 omission 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.

24. 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.

25. 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

26. 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.

27. 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.
28. 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.

29. 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.

30. 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 for Services between Whatcom County and Eberle Vivian for administration, claims processing, and standard loss analysis reports for the self-insured workers’ compensation program.

**Attachments:**
1. Memorandum to Executive Louws – August 22, 2018
2. Amendment No 1 to Contract for Services #201511009

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

Whatcom County complies with RCW 51 for Industrial Insurance through its self-insured workers’ compensation program by contracting with a qualified firm to provide claims processing, reporting, and administration. This Contract for Services continues a relationship between the County and Eberle Vivian for an additional three years.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Karen Goens, HR Manager
RE: CONTRACT FOR SERVICES
    SELF-INSURED WORKERS' COMPENSATION ADMINISTRATION
DATE: August 22, 2018

Enclosed are two (2) originals of an amendment to a Contract for Services between Whatcom County and Eberle Vivian for your review and signature.

- **Background and Purpose**
The County has self-insured its workers' compensation program since 1984. Eberle Vivian has been the claims administrator since 2005. In 2015, following an RFP process, the County entered into a new agreement #201511009 for services January 1, 2016 – December 31, 2018) with an option to extend the duration no longer than six years from inception.

I recommend implementing this three-year extension (January 1, 2019 – December 31, 2021).

- **Funding Amount and Source**
Program costs are funded by revenue generated from County departments based on rates tied to job classification which vary by loss experience and risk from on-the-job injury.

- **Differences from Previous Contract**
The administrative fees for three years (2016-2018) were $146,237. The amendment would be for a flat rate of $54,000 in 2019, $56,000 in 2020, and $59,000 in 2021 regardless of claims volume or complexity. The proposed increases are reasonable given that our claims count has been on the increase over the last three years (48, 59, 66).

Please contact me at extension 5305 with questions or concerns about my recommendation.
<table>
<thead>
<tr>
<th><strong>WHATCOM COUNTY CONTRACT INFORMATION SHEET</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Originating Department:</strong> Administrative Services</td>
</tr>
<tr>
<td><strong>Division/Program:</strong> Human Resources (HR) / Risk Management</td>
</tr>
<tr>
<td><strong>Contract or Grant Administrator:</strong> Karen S. Goens, HR Manager</td>
</tr>
<tr>
<td><strong>Contractor’s / Agency Name:</strong> Eberle Vivian</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**
- Yes ☒
- No ☐

If not, is this an Amendment or Renewal to an Existing Contract? Yes ☒ No ☐

If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201511009

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

If No, include WCC: ____________________________________________

Already approved? Council Approved Date: __________________________

(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
- Yes ☐ No ☒

If yes, grantor agency contract number(s): __________________________ CFDA#: __________________________

Is this contract grant funded?
- Yes ☒ No ☐

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

Is this contract the result of a RFP or Bid process?
- Yes ☒ No ☐

If yes, RFP and Bid number(s): Contract 2015-64 Cost Center: 507300

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):**
- $146,237 (2016-2018)

**This Amendment Amount:**
- $169,000 (2019-2021)

**Total Amended Amount:**
- $22,763

**Summary of Scope:** Administration of the County’s self-insured Workers’ Compensation Program

**Term of Contract:** Six years total (2016-2021) Expiration Date: 12/31/2021

**Contract Routing:**
1. Prepared by: Karen S. Goens
2. Attorney signoff: Date: 8/22/2018
3. AS Finance reviewed: Date: 10/5/2018
4. IT reviewed (if IT related): Date: 10/3/2018
5. Contractor signed: Date: 10/5/2018
6. Submitted to Exec.: Date: 10/5/2018
7. Council approved (if necessary): Date: 10/5/2018
8. Executive signed: Date: 10/5/2018
9. Original to Council: Date: 10/5/2018

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**Last edited:** 08/08/18
CONTRACT BETWEEN WHATCOM COUNTY AND EBERLE VIVIAN

THIS AMENDMENT to Whatcom County Contract #201511009 is made this 23rd day of October, 2018, between Whatcom County and Eberle Vivian for the purpose of proving claims management services and standard loss analysis reports for the self-insured workers’ compensation program.

1. TERM. This amendment extends the duration of the Agreement for three years (January 1, 2019 – December 31, 2021) as authorized by original contract.

2. COMPENSATION. Effective January 1, 2019, the annual fee will be $54,000 paid in monthly installments of $4,500; effective January 1, 2020, the annual fee will be $56,000 paid in monthly installments of $4,667; and effective January 1, 2021, the annual fee will be $59,000 paid in monthly installments of $4,917 as set forth more fully in "Exhibit B-1" Compensation.

3. OTHER. Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, Whatcom County and Eberle Vivian have executed this Amendment on the date and year written above.

CONTRACTOR:

BY: 
Lisa Vivian, President

STATE OF WASHINGTON  }  ss.
COUNTY OF KING  

On this 3rd day of October, 2018, before me personally appeared Lisa Vivian known to be the President of Eberle Vivian and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

WHATCOM COUNTY:

BY: 
Jack Louws, County Executive

STATE OF WASHINGTON  }  ss
COUNTY OF WHATCOM  

On this _____ day of __________, 2018 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.

APPROVED AS TO FORM:

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

Elizabeth Gallery, Civil Deputy Prosecutor
All claims management services and standard loss analysis reports regardless of claims volume or complexity will be provided for an annual fee payable in monthly installments.

In 2019, the annual fee will be $54,000 paid in monthly installments of $4,500.
In 2020, the annual fee will be $56,000 paid in monthly installments of $4,667.
In 2021, the annual fee will be $59,000 paid in monthly installments of $4,917.

In addition, allocated expenses will be charged against the file upon which they are included:

- Court, trial, formal hearings and defense costs, including attorney fees
- Expenses and fees of experts
- Cost of photocopies or records from public authorities, medical facilities and state agencies
- Professional photocopy charge
- Activity investigations
- Arbitration filing fees
- Medical or consultant witness fees
- Any assessment, taxes, filing fees, cost of surety bond required by state regulatory authorities
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES | Initial | Date | Date Received in Council Office | Agenda Date | Assigned to:
---|---|---|---|---|---
Originator: | JT | 6/20/2018 | | 10/23/18 | Finance/Council
Division Head: | AD | 6/28/18 | | |
Dept. Head: | MO | 9/26/18 | | |
Prosecutor: | 9/28-18 | | | |
Purchasing/Budget: | 10/2/18 | | | |
Executive: | 10/5/18 | | | |

TITLE OF DOCUMENT:
Agreement between Whatcom County and the Meridian School District

ATTACHMENTS:
1. Contract Information Sheet
2. Memo to County Executive
3. 2 Originals of Contract

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 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 the contracted services is to provide behavioral health services within the Meridian School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

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: Meridian School District, Behavioral Health Services Contract Amendment #3

Date: September 18, 2018

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

- Background and Purpose

The purpose of the contracted services is to provide behavioral health services within the Meridian School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems. The purpose of this amendment is to extend the agreement for an additional year and to increase funding for Mental Health Support services, Drug Prevention/Intervention services, and Family Intervention services delivered in the school district.

- Funding Amount and Source

The source of funding for this amendment, in an amount not to exceed $108,000, is the Behavioral Health Program Fund. Funding for this amendment is included in the 2018 – 2019 budget. Council approval is required because funding exceeds 10% of the original contract amount.

Please contact Joe Fuller at extension 6045 if you have any questions regarding this agreement.

Encl.
School Services Report  September 2017—June 2018

Current Status

All seven school districts in Whatcom County provided behavioral health services during the 2017/2018 school year using local Behavioral Health Funds. These contracts made it possible to deliver needed services into all areas of the county, especially in areas where no services previously existed. In fact, 775 individuals (68% of the total served) were reached outside of Bellingham, helping to improve access to services throughout the county.

Compassionate Communities

Services delivered through these contracts support the resolution passed by the Whatcom County Health Board in October, 2013 to “ensure that ‘compassionate approaches’ are built into all public health related services and contracts including human services programs.” Furthermore, “Building community connectedness and resilience” and “Enhancing child and family well being” are identified as strategic directions in the emerging Whatcom County Community Health Improvement Plan.”

Results

Services delivered through the Behavioral Health Fund are designed to impact substance abuse and mental health. Reducing risk in these areas also impacts other ‘life-indicators,’ such as improving school and social functioning.

Figures in this report reflect services that are provided to individuals, small groups, families, or the larger community.

Service Reach & Intensity

- 12,877 Community members reached through community events and training
- 1,126 Youth reached through individual or group services
- 179 Parents were recipients in services
- 11,670 total professional contacts were provided to youth during the year
- An average of 10 contacts were made for each individual during the year

Improvements With Julie

From a School Provider

One specific example that comes to mind is a high school student who experienced a mildly traumatic incident. She chose not to tell anyone about the incident and tried to go on with her life. Over the three months following the incident she began experiencing night terrors, isolation from her family and friends, intrusive thoughts and preoccupation with the incident. She reached out to her school counselor who convinced her to talk with her parents and then referred her to me for a brief therapeutic intervention. I met with her and within two sessions we were able to develop a plan for communicating with the essential people in her life about the changes she had experienced, self-care and coping strategies to help with the PTSD symptoms and a follow-up plan she could implement as needed in the future. Her symptoms decreased significantly and she chose to discontinue meeting. I followed up with her a month later and she thanked me for the timely intervention, stating that she never would have gone to therapy in the community, but was so thankful it was an option for her at school. Her PTSD symptoms had not returned, she had re-engaged in school, family life and her peer group, and she had started dreaming again about college and her future. In our final few minutes together she stated that, “Life feels like it could be beautiful again.”
Success At School

Interventions can take time to produce positive behavior change, but many youth have already experienced benefits at school. School records and staff reports show progress made among students that received services during the school year (this excludes students receiving one-time, or infrequent, interventions).

WHY DO THESE SERVICES MATTER?

In a class of 30 students in grade 12 in Whatcom County:

- 15 are dealing with anxiety
- 10 are dealing with depression
- 6 have contemplated suicide
- 4 have made a suicide plan
- 2 have attempted suicide

Source: Healthy Youth Survey 2014

NEED FOR BEHAVIORAL HEALTH TREATMENT

Schools deliver services based on the Prevention, Intervention, Treatment, and Aftercare (PITA) continuum of care. Some youth are involved in preventive efforts, some may only need time-limited interventions, but others may need more intensive services, such as chemical dependency or mental health treatment services. During this past year:

- A total of 568 individuals were referred for treatment-related services
- 409 individuals served through these funds were connected to treatment
- About 72% referred were connected to treatment (level of treatment unknown due to confidentiality)

IMPROVEMENTS

Many students showed positive improvements in grades, attendance, and discipline.

- Improved Academics: 180 youth
- Improved Discipline: 118 youth
- Improved Attendance: 138 youth

SUCCESS IN MAINTAINING

Success is also preventing problems from further escalating. The majority of students tracked by schools showed positive results in multiple areas. n=624

- 96% Had similar or fewer truancies
- 93% Had similar or fewer disciplinary problems
- 88% Had similar or fewer absences
- 93% Improved or maintained grades
- 97% Had similar or fewer suspensions

Bright Spots From the Field: A Brief Look at the Impacts

An uninsured student who had previously traveled to Seattle monthly for counseling with a counselor proficient in the student's first language was connected to BHAP and now sees a counselor, along with an interpreter, during the school day. This has significantly eased a burden on the family, who was also connected to other needed resources.

Intervention work has helped increase school attendance for students. Four students involved in intervention groups (homework, support group) increased their attendance to 95% average daily attendance (school wide goal) for five months in a row.

A student who is homeless was struggling to attend school due to significant anxiety, resulting in numerous absences and failing grades. The student was connected to weekly counseling during the school day. Attendance has improved, and the student participated in crafting a plan to stay on track for graduation. The student's engagement with community resources increased as well.
Students Served by Primary Area of Service

- **Intervention**
  - Prevention: 522 (45%)
  - Treatment: 145 (13%)
  - Aftercare: 18 (2%)

More Bright Spots!

Four students who have been unable to access counseling services in their first language in the community are seen on campus with a counselor from Sea Mar, along with interpreters. Both Spanish and ASL interpreters come to campus with the counselor for this purpose.

A student who is homeless was able to receive counseling on campus to help her process her grief related to her fractured family dynamics. She also attended on campus appointments with other human services providers to assist her with post-high school plans, housing, and employment. The student graduated on time this year, and will attend community college in the fall.

Providing MAD – HOPE youth suicide prevention workshops two middle schools and four high schools in the Bellingham School District for this first semester was a highlight. Multiple interventions for suicidal students were a direct result of the workshop at the MS and HS levels. Invitations to present at Blaine, Nooksack Valley and Ferndale schools were also a highlight.

The factors that have led to increased success for these students are: 1) Healthy, collaborative partnerships between schools, communities, and families; 2) Empowering parents and students to be their own best advocates; 3) Increasing the therapeutic capacity of the school environment.

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Youth Engagement in Red Ribbon Week

Vista middle school participated in Red Ribbon’s photo contest. Students used the Red Ribbon theme and helped make the backdrop. Vista’s club won in region 10 that included Oregon, Washington, Idaho and Alaska. Our club won a 1-PAD and $1000 from the DEA to use for prevention activities in our school.

Bellingham’s DEA agent in charge presented Natural High Club with $1000 check in January for winning the photo contest. Agent spent some time with the students after school and talked with them about his job and what the DEA does to curtail drug use in our country.

Students chose to use some of this money to sponsor a video contest during National Prevention Week. Students made a short video on how they stay healthy mentally and physically. Natural High Club awarded three $50 Amazon gift cards to the winners (one for each grade level).

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FAMILY Impacts

(ABOUT A SINGLE MOM AND A FAMILY OF 3 CHILDREN BETWEEN THE AGES OF 8-14)

When this family moved into our community they came from transitional housing for women and families. During the family’s life, they had faced numerous moves and a great deal of trauma. Through our advocacy, counseling, and support, we empowered mom to be her children’s voice in new ways. We helped the family grow roots in this community and supported them in meeting their basic food, health, emotional, and relational needs. Within the school setting, one of the children in particular had a high academic potential, but was unable to complete assignments or participate successfully with his peers. He began the year isolated, scared, and understandably unmotivated—but so many moves and high levels of trauma, safety and trust did not come easily (for good reason). I was able to advocate for his mental health needs at the school. The school team put their heads together to formulate a proactive daily plan where he could build secure attachment at his pace, incrementally widening his window of tolerance from one-on-one support, to small groups, to a full return to the classroom by the year’s end.

---

Referrals to Treatment

- 424 Mental Health
- 97 Chemical Dependency
- 47 Both (MH & CD)

Connected to Treatment

- 346 Mental Health
- 38 Chemical Dependency
- 25 Both (MH & CD)

Treatment Works!
Student & Family Support

One family we came together to support includes four kids, ages 8-22, and their Latino immigrant parents. Last year the youngest child hit some major bumps in her capacity to tolerate stress at school and spent nearly every day severely upset. Together, along with our ELL specialist, the district psychologist, school staff, and outside agency support through Catholic Community Services and the GIDES program, we helped this family secure necessary interventions (both in school and out of school) that they otherwise would not have known about or been able to access. We are seeing this family grow closer and we are witnessing the parents have a deeper understanding about the needs and behaviors of their children. We have seen this student continue to increase her learning and participation in the full school day. The therapeutic interventions she has received, including Social Thinking, Mindfulness, Art Therapy, and Play Therapy have been well supported by her teachers. These interventions have helped her go from daily severe mood dysregulation to being able to work through stress with less extremes. As a result she is participating more fully in the school day, is making academic progress at or exceeding grade level, has greater self-awareness, and is beginning to build relationships with peers.

Systemic Successes

Some ways I have seen success this year include how I have partnered with school staff to work at a systemic level. We have increased our awareness around Trauma-Informed Practices, Restorative Practices, Social-Emotional Learning, and Executive Function. The goal has been to help build capacity in each of the three buildings where I work to address the social-emotional needs of children.

PAX: This year I have partnered with one of our special education specialists and teacher-leaders in the district to pilot a new trauma-informed behavioral management program called the PAX Good Behavior Game. We have launched this program in all three elementary schools in the district, beginning with two cohorts of teachers (approximately 20 classrooms overall). PAX increases adult learning surrounding classroom behavior interventions; these interventions are research-based strategies to designed address executive function immaturities as well as the neurological, learning, and attachment complexities inherent to kids raised within a chronically stressful environment. The PAX program is evidence-based, trauma-informed, and is geared to empower children in skills related to overall improvements in executive functioning skills and pro-social behaviors.

Restorative Practices: I also was able to walk alongside Everson Elementary School's leadership team to implement Restorative Practices, in partnership with the Whatcom Dispute Resolution Center. For the past two school year's I have participated on a team with our building principal, the guidance counselor, and three other teachers where we took an up-close and vulnerable look at the ways in which Everson was addressing the needs of children who consistently had our highest levels of behavioral challenges. We read a book called Helping Kids Succeed, by Paul Tough. I was able to bring my specialized knowledge about Attachment Theory and Interpersonal Neurobiology to our book study. The results of our team's effort led us to move ahead with Restorative Practices and to build in increasingly proactive 'growth plans' versus reactive 'behavior plans' for students with high social-emotional needs. As a result, by the end of this school year, we have seen dramatically fewer office referrals (average of 1-2 per day, compared to 10 per day) and increased social-emotional success for students building-wide.

Social Supports

Youth were connected to other essential social supports (housing, tutoring, basic needs, etc.), in addition to mental health and substance abuse.

<table>
<thead>
<tr>
<th><strong>Social Supports</strong></th>
<th><strong>587</strong></th>
<th><strong>500</strong></th>
<th><strong>1130</strong></th>
<th><strong>898</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>individuals were referred to additional school or community support services during the year</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>individuals were connected with additional supports</td>
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<td></td>
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<tr>
<td>total referrals were made for other school or community support services</td>
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<tr>
<td>referrals resulted in a connection to other school or community support services</td>
<td></td>
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<td></td>
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<tr>
<td>Of referrals resulted in connection to other social supports</td>
<td>80%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Whatcom County

Developed July, 2018
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department: 65 Health
Division/Program: (i.e. Dept. Division and Program) 8550 Human Services / 855020 Mental Health
Contract or Grant Administrator: Joe Fuller
Contractor's / Agency Name: Meridian School District

Is this a New Contract? [ ] Yes √ No □ If not, is this an Amendment or Renewal to an Existing Contract? [ ] Yes □ No √
Yes [ ] No □ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201507020
Does contract require Council Approval? [ ] Yes √ No □ If No, include WCC: 3.08.090
(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? [ ] Yes □ No √
If yes, grantor agency contract number(s): CFDA#: 
Is this contract grant funded? [ ] Yes □ No √
If yes, Whatcom County grant contract number(s): 
Is this contract the result of a RFP or Bid process? [ ] Yes □ No √
If yes, RFP and Bid number(s): Contract Cost Center: 124100
Is this agreement excluded from E-Verify? [ ] Yes □ No √
If no, include Attachment D Contractor Declaration form.

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

Contract Amount:(sum of original contract amount and any prior amendments): $ 270,000
This Amendment Amount: $ 108,000
Total Amended Amount: $ 378,000

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 provide behavioral health services within the Meridian School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

Term of Contract: 1 Year Expiration Date: 8/31/2019

Contract Routing:
1. Prepared by: JT Date: 6/15/18
2. Attorney signoff: R.B Date: 9-28-18
3. AS Finance reviewed: B.B Date: 10-2-18
4. IT reviewed (if IT related):
5. Contractor signed: Date: 8-24-18
6. Submitted to Exec.: Date: 10-2-18
7. Council approved (if necessary): Date:
8. Executive signed: Date:
9. Original to Council: Date:
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201507020

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

AMENDMENT NUMBER: 3

Whatcom County Contract No.
201507020 – 3

CONTRACT PERIODS:

Original: 09/01/2015 – 08/31/2016
Amendment #1: 09/01/2016 – 08/31/2017
Amendment #2: 09/01/2017 – 08/31/2018
Amendment #3: 09/01/2018 – 08/31/2019

AND CONTRACTOR:
Meridian School District
214 W Laurel Road
Bellingham, WA 98226

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

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

DESCRIPTION OF EXTENSION:

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

2. Amend Exhibit B “Compensation” by adding $18,000 for Mental Health Support services, Drug Prevention/Intervention services, and Family Intervention services delivered in the school district.

3. Funding for this extended contract period (09/01/2018 - 08/31/2019) is not to exceed $108,000.

4. Funding for the total contract period (09/01/2015 – 08/31/2019) is not to exceed $378,000.

5. All other terms and conditions remain unchanged.

6. The effective start date of the extension is 09/01/2018.
EXHIBIT "B"

(COMPENSATION)

The source of funding for this contract, in an amount not to exceed $108,000.00, is the Behavioral Health Program Fund.

The budget is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Intervention and Mental Health Support Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$ 45,000</td>
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<tr>
<td>Behavioral health counselor, social / emotional (Including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$ 28,000</td>
</tr>
<tr>
<td>Alcohol and Drug Intervention Specialist (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$ 34,500</td>
</tr>
<tr>
<td>Program supplies</td>
<td>General Ledger Detail</td>
<td>$500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$108,000</strong></td>
</tr>
</tbody>
</table>

The Contractor may transfer funds between budget line items with County prior approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

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

Signature is required below.

APPROVAL AS TO PROGRAM: 
Anne Deacon, Human Services Manager 9/20/18 

DEPARTMENT HEAD APPROVAL: 
Regina A Delahunt, Health Department Director 9/24/18 

APPROVAL AS TO FORM: 
Royce Buckingham, Civil Deputy Prosecuting Attorney 9/28/18 

FOR THE CONTRACTOR: 
Kurt Harvill, Director of Personnel 8/29/18

Contractor Signature | Print Name and Title | Date

STATE OF WASHINGTON) 
COUNTY OF WHATCOM )

On this 29 day of August, 2018, before me personally appeared Kurt Harvill, to me known to be the Dir. of Personnel, 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:

FOR WHATCOM COUNTY:

Jack Louws, County Executive  

STATE OF WASHINGTON) 
COUNTY OF WHATCOM )

On this ______ day of ____________, 2018, 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:
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
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<tbody>
<tr>
<td>Division Head</td>
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<tr>
<td>Dept. Head</td>
<td>M. McFarlane</td>
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<tr>
<td>Prosecutor</td>
<td>Log</td>
<td>10/10/18</td>
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<tr>
<td>Purchasing/Budget</td>
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<tr>
<td>Executive</td>
<td>WS</td>
<td>10/15/18</td>
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</table>

**TITLE OF DOCUMENT:**

**ATTACHMENTS:** Lookout Mountain Forest Preserve Property Use Agreement

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

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (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 property use agreement between Whatcom County and Whatcom Transit Authority (WTA) at Lookout Mountain Forest Preserve. This property use agreement provides limited authority to WTA to install, operate and maintain a covered bus shelter at the existing bus stop location at Lookout Mountain Forest Preserve, 2537 Lake Louise 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](http://www.co.whatcom.wa.us/council).
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Michael McFarlane
DATE: October 10, 2018
RE: Property Use Agreement for Lookout Mountain Forest Preserve

Enclosed are three (3) originals of a property use agreement between Whatcom County, City of Bellingham (COB) and Whatcom Transit Authority (WTA), and associated agenda bill for council consideration on October 23, 2018.

- **Requested Action**
Parks requests council authorization for the County Executive to enter into a property use agreement with WTA to allow construction, operation and maintenance of a bus shelter at Lookout Mountain Forest Preserve located at 2537 Lake Louise Road. A new shelter will improve transit user safety and comfort during inclement weather.

- **Background and Purpose**
WTA has requested authorization to install a new bus shelter at an existing transit stop that is near the forest preserve entrance off of Lake Louise Road. Because this property is jointly owned with the COB City Council approval is also required and is scheduled to be on the city council agenda for October 23, 2018.

- **Funding Amount and Source**
This is a no cost revocable license between Whatcom County and COB and WTA.

Please contact Rod Lamb at extension 5858, if you have any questions or concerns regarding the terms of this agreement.
WHATCOM TRANSPORTATION AUTHORITY
LOOKOUT MOUNTAIN FOREST PRESERVE PROPERTY USE AGREEMENT

This Property Use Agreement (Agreement) is made by and between WHATCOM TRANSPORTATION AUTHORITY (WTA), WHATCOM COUNTY (COUNTY), through its Parks & Recreation Department, and the CITY OF BELLINGHAM (CITY), for purposes of installing a public bus shelter on property jointly owned by the COUNTY and CITY known as the Lookout Mountain Forest Preserve located at 2537 Lake Louise Road, Bellingham WA. The parties agree as follows:

1. Premises. The COUNTY and CITY grants WTA a nonexclusive, revocable license to use a portion of the Lookout Mountain Forest Preserve, as depicted on Exhibit A hereto (the "Premises") for the purpose of operating a transit route. WTA will locate and install one bus shelter on the Premises. The right granted herein is in the nature of a license; no property interest is conveyed.

2. Term. The Term of the Agreement shall commence on the date of signature and will continue year to year thereafter, unless 30 days written notice to terminate is given by any party.

3. Improvements. WTA will supply and install a bus shelter and any associated signage, at the bus stop on Lake Louise Road located adjoining the Premises. WTA is responsible for obtaining all necessary permits and for installation of the bus shelter and compliance with all applicable codes and regulations. WTA shall at its expense repair all damages caused during construction. The bus shelter will be the property of WTA, and WTA shall have authority to enforce appropriate behavior at its location1.

4. Consideration. WTA shall not be required to pay COUNTY and CITY for use of Premises described on Exhibit A. The parties recognize that the additional visitation to the Premises and the increased economic activity resulting therefrom constitutes adequate consideration for the use of Premises.

5. Maintenance. WTA is responsible for maintenance and upkeep of the bus shelter, and WTA shall be responsible for maintenance of pavement markings, signs and other improvements which it installs. WTA shall, at its sole cost and expense, maintain the area set aside for the bus shelter, maintain the area utilized by passengers from the shelter to and from boarding and exiting the bus, and its amenities, in a safe and clean condition. WTA shall repair any damages to the area being used for the bus shelter (other than normal wear and tear).

6. Towing of Vehicles. For any vehicle blocking the bus stop, WTA may order such vehicle to be towed away at the vehicle’s owner’s expense and risk after 6:00 AM and before 6:00 PM weekdays, except for holidays. WTA agrees to defend, indemnify, and hold COUNTY and CITY harmless from any and all claims arising out of the towing of vehicles at the request of WTA.

1 RCW 9.91.025
7 Insurance & Indemnification & Liability. With regard to insurance and liability for property damage and personal injury the following provisions shall apply.

7.1 WTA and the COUNTY expressly each waive, as respects the other and the CITY only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. **BY INITIALING BELOW, THE PARTIES CERTIFY THAT THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.**

[Signature]
WHATCOM COUNTY
Date 10/16/18

[Signature]
WTA
Date 10/15/18

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

WTA and the COUNTY shall not be required to indemnify or hold the other harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of WTA and the COUNTY, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party’s comparative liability.

The COUNTY and WTA agree to indemnify, defend and hold the CITY its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom), except for the sole negligence of the CITY.
The parties agree that indemnity obligations shall survive the completion, expiration or termination of this Agreement.

7.3 At all times during the term of this Agreement, WTA shall maintain an insurance policy of self-insurance up to $1,000,000.00, but above the self-insurance amount, shall obtain a commercial liability insurance policy which shall provide for public liability coverage which includes for defense and indemnity of property damage (including damage to Premises) and personal injury or death of not less than two Million Dollars ($2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Four Million Dollars ($4,000,000.00) per policy period, and name COUNTY and CITY as an additional insured as to WTA operations covered by this Agreement. WTA shall provide to COUNTY and CITY evidence reasonably acceptable to COUNTY and CITY of its self-insured status and the status of COUNTY and CITY as an additional insured. As to any casualty loss associated with WTA’s use of the Premises, WTA’s insurance shall be considered primary. WTA’s insurance shall be primary and shall waive all rights of subrogation. The COUNTY and CITY insurance shall be noncontributory.

7.4 In the event that WTA, after commencement of this Agreement, elects to terminate its self-insured status and secure commercial liability coverage, WTA will promptly notify COUNTY and CITY, and provide a certificate of insurance and a certificate naming COUNTY and CITY as an “additional insured” from an insurer licensed to conduct business in the State of Washington. The insurance shall have not less than the coverages specified in this Agreement.

8. **Governmental Charges.** WTA shall not be responsible for any taxes, assessments, or governmental charges of any kind which may be levied against the Premises except those required for the installation and maintenance of a bus shelter.

9. **Termination.** WTA will discontinue its use of the Premises on termination of this Agreement, will remove all signs and structures placed on the premises by WTA, and will repair any damage to the premises caused by their removal, and will restore the Premises to as good a condition as existed prior to the execution of this Agreement no later than 30 days after termination of the Agreement. CITY and COUNTY may mutually agree to terminate the license granted herein, with or without cause, on 30 days written notice to WTA at no expense to the CITY or COUNTY.

10. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

    To COUNTY: Whatcom County Parks & Recreation
    3373 Mount Baker Hwy
    Bellingham, WA 98226

    To CITY: City of Bellingham
    Public Works/Natural Resources
2221 Pacific Street
Bellingham, WA. 98226

To WTA: Whatcom Transportation Authority
4011 Bakerview Spur
Bellingham, WA 98226

Or such address as may have been specified by notifying the other party of the change
of address. Notice shall be deemed served on the date of actual delivery or the first
attempted delivery as shown on the return receipt if mailed with the United States Postal
Service by certified mail, return receipt requested.

11. Accommodation. The parties agree to make reasonable accommodations and work
together to resolve problems that may arise from time to time. Upon seven (7) days'
advance notice to WTA, or such lesser time as may be acceptable to WTA, COUNTY
and CITY may secure the use of the Premises on a limited number of dates to allow for
construction on surrounding property or special events. In this event, COUNTY and
CITY will designate an alternate bus stop location that is mutually agreeable to WTA.

12. Equal Opportunity. WTA agrees that in the conduct of activities on the Premises, it will
be an equal opportunity employer in accordance with Title VII of the Civil Rights Act of
1964, 42 USC §2000 et seq. and shall comply with all requirements of the ADA.

13. Survival. All obligations of WTA, as provided for in the Agreement, shall not cease
upon the termination of this Agreement and shall continue as obligations until fully
performed. All clauses of this Agreement, which require performance beyond the
termination date, shall survive the termination date of this Agreement.

14. Entire Agreement. This document contains the entire agreement between the parties
and supersedes all other statements or understanding between the parties.

15. Assignment. The license granted herein may not be transferred or assigned by WTA
without the express written consent of the CITY and the COUNTY.
This Agreement is dated this _____day of _______________ 2018

WHATCOM TRANSPORTATION
AUTHORITY

Peter L. Stark
Whatcom Transportation Authority

WHATCOM COUNTY

Jack Louws, County Executive

Michael McFarlane, Director
Whatcom County Parks & Recreation

Approved as to form:

Elizabeth Gallery, CMJ Deputy Prosecuting
Attorney
EXECUTED this ____ day of __________, 2018 for the CITY OF BELLINGHAM by:

Department Approval

Mayor

Public Works Director

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney
### WHATCOM COUNTY COUNCIL AGENDA BILL

**Title:** Professional Services contract with Wheeler Consulting Group for Swift Creek Environmental Review, permitting and engineering design support.

**Attachments:**
- Cover memorandum
- Contract Information Sheet
- Contract with Wheeler Consulting Group

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

Wheeler Consulting Group was selected through Request For Qualifications (RFO# 2018-0039). The scope of this Professional Services includes completion of the Supplemental Environmental Impact Statement for the Swift Creek Repository Sites and support for permitting and engineering design for the capital projects of the Swift Creek Sediment Management Plan.

**Committee Action:**

**Council Action:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
</table>

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

RECEIVED

OCT 11 2018

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

Through: Jon Hutchings, Director

From: Roland Middleton, Special Programs Manager

Date: September 26, 2018

RE: Professional Services Contract with Wheeler Consulting Group

Requested Action
Enclosed for your review and consideration is a Professional Services Contract between Whatcom County and Wheeler Consulting Group.

Background and Purpose
The work accomplished with this contract begins the implementation of the Swift Creek Sediment Management Action Plan (SCSMAP) for the long term management of the Swift Creek Sediment from the Sumas Mountain Landslide. Wheeler Consulting Group was selected through Request for Qualifications (RFQ# 2018-0039). The scope of this Professional Services includes completion of the Supplemental Environmental Impact Statement for the Swift Creek Repository Sites and support for permitting and engineering design for the capital projects of the SCSMAP. The capital projects include sediment traps in the upper reach, debris levee for channel management, and sediment basins to manage bedload and suspended solids in the creek.

Funding Amount and Source
Funding for this contract is included in the Department of Ecology grant #2018-09003 which is pass-through funding from the State Building Construction Account. Whatcom County Council approved ordinance #2018-208 on July 24, 2018 to establish the Swift Creek Sediment Management Fund and budget. "2018-09003"

Please contact Roland Middleton (ext. 6212) or Christina Schoenfelder (ext. 6274) if you have any questions or concerns regarding this request.
Originating Department: Public Works
Division/Program: (i.e. Dept. Division and Program) 905910/Construction-other
Contract or Grant Administrator: Roland Middleton
Contractor’s / Agency Name: Wheeler Consulting Group, Inc.

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

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

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

Is this contract grant funded? Yes ☒ No ☐ If yes, Whatcom County grant contract number(s): 2018-09003

Is this the result of a RFP or Bid process? Yes ☒ No ☐ If yes, RFP and Bid number(s): RFQ# 2018-039
Cost Center: 128300

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

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

Contract Amount: (sum of original contract amount and any prior amendments): $355,490.00
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, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit “B” of the Budget Ordinance
5. 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: Professional Services for producing the Draft and Final Supplemental Environmental Impact Statement (SEIS) for Swift Creek repository sites, preparation of a programmatic permit, and other environmental review assistance for Swift Creek Sediment Management Action Plan (SCSMAP) projects.

Term of Contract: Not to exceed Expiration Date: December 31, 2020
Contract Routing:
1. Prepared by: Christina Schoenfelder Date: 9/17/18
2. Attorney signoff: Christopher Quinn Date: 10/08/2018
3. AS Finance reviewed: Date: 10/11/18
4. IT reviewed (if IT related): Date: 10-8-18
5. Contractor signed: Date: 10-11-18
6. Submitted to Exec.: Date: 
7. Council approved (if necessary): Date: 
8. Executive signed: Date: 
9. Original to Council: Date: 
Local Agency Professional Services
Negotiated Hourly Rate Consultant Agreement

Agreement Number: [Redacted]

Does this Require DES filing? □ Yes ☑ No

Firm/Organization Legal Name (do not use dba's):
Wheeler Consulting Group, Inc.

Address
PO Box 1452, Bellingham, WA 98225

Federal Aid Number
n/a

UBI Number
601-687-678

Federal TIN or SSN Number
91-1710437

Execution Date
Completion Date
December 31, 2020

1099 Form Required
☐ Yes ☑ No

Federal Participation
☐ Yes ☑ No

Project Title
Environmental Review for SCSMAP Implementation

Description of Work
Wheeler Consulting Group, Inc. (CONSULTANT) shall provide professional services to the COUNTY for producing the Draft and Final Supplemental Environmental Impact Statement (SEIS) for Swift Creek repository sites, preparation of a programmatic permit, and environmental review assistance for other Swift Creek Sediment Management Action Plan (SCSMAP) projects. In addition, the CONSULTANT shall support the COUNTY as needed in the development of Closure/Post-Closure Plans, future amendments to the SCSMAP EIS and future supplements to the Swift Creek EIS.

☐ Yes □ % ☑ No DBE Participation

Total Amount Authorized: $330,490.40

☐ Yes % ☑ No MBE Participation

Management Reserve Fund: $25,000.00

☐ Yes % ☑ No WBE Participation

Maximum Amount Payable: $355,490.00

☐ Yes % ☑ No SBE Participation

Index of Exhibits
Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:
THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between Whatcom County hereinafter called the “AGENCY,” and the “Firm/Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.
Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26 shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Roland Middleton
Agency: Whatcom County
Address: 322 N. Commercial Street
City: Bellingham State: WA Zip: 98225
Email: rmiddleton@co.whatcom.wa.us
Phone: 360-778-6210
Facsimile: 360-778-6201

If to CONSULTANT:
Name: Letitia Wheeler
Agency: Wheeler Consulting Group
Address: PO Box 1452
City: Bellingham State: WA Zip: 98227
Email: letitia@wheelerconsulting.net
Phone: 360-815-3014
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.
V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:
B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT’S Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit “D,” including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT’s employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per the WSDOT’s “Audit Guide for Consultants,” Chapter 23 “Resolution Procedures,” the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and /or at the request of the AGENCY’s Project Manager.
VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each Task Order unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgment between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:
VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973  
  (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975  
  (42 U.S.C. Chapter 76 § 6101 et. seq.)
- Civil Rights Restoration Act of 1987  
  (Public Law 100-259)
- American with Disabilities Act of 1990  
  (42 U.S.C. Chapter 126 § 12101 et. seq.)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

Agreement Number:
The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT’s supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII “Extra Work.”

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer’s decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit “J”. In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE), the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT’s agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number:
to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and/or the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or the AGENCY, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT’s negligence or the negligence of the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT’s agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, its agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE’s and/or the AGENCY’s, their agents’, officers’ and employees’ failure to comply with specific written instructions regarding use provided to STATE and/or the AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT’s relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT’s own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor’s failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Agreement Number:

Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement
Revised 11/01/2017 and modified by Whatcom County 8/23/2018
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Insurance Coverage

A. Worker’s compensation and employer’s liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Christina Schoenfelder
Agency: Whatcom County
Address: 322 N. Commercial St. Suite 301
City: Bellingham State: WA Zip: 98225
Email: cschoenf@co.whatcom.wa.us
Phone: 360-778-6274
Facsimile: 360-778-6211

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.
XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the AGENCY

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars ($100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars ($500,000.00). These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number:
XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salt databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.
The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. “Proprietary and/or confidential information” is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as “Proprietary and/or confidential information” or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant’s proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY’s said disclosure of sub-consultants’ information.

XIX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all “documents” pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all “documents” pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT’s place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. “Documents” shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, “documents” means every writing or record of every type and description, including electronically stored information (“ESI”), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT’s, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.
For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and/or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

__________________________  ________________
Signature                          Date

See attached Whatcom County
Signature Page

__________________________  ________________
Signature                          Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.
WHATCOM COUNTY:
Recommended for Approval:

[Signature]
Jon Hutchings  Date 9/27/18
Department Director

Approved as to form:

[Signature]
Christopher Quinn  Date 10/11/18
Deputy Prosecuting Attorney – Civil Division

Approved:
Accepted for Whatcom County:

________________________________________
Jack Louws
Whatcom County Executive

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  ) ss

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

________________________________________
NOTARY PUBLIC in and for the State of
Washington, residing at ____________________
My commission expires ____________________
Exhibit A
Scope of Work

Project No.

The Agency has established a Management Reserve Fund (MRF) to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the amount included for the MRF as shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work".

Please see the following 8 page scope of work to be performed by Wheeler Consulting Group.
Exhibit A: Project Scope of Work

Project Description

Whatcom County was granted $4 million in the 2017-2019 State Budget Appropriation for the implementation of the Swift Creek Sediment Management Action Plan (SCSMAP); $11.8 million was also identified for future biennia.

The County prepared the Swift Creek Sediment Management Action Plan (SCSMAP) in 2013 to address sedimentation and flooding that result in damage to agricultural, residential, and public assets and has the potential to affect public health. The SCSMAP included a Repository Project Plan which stated that a sediment repository should be developed to contain 1,000,000 yd³ of Swift Creek-source sediment or the equivalent of the yearly quantity of sediment dredged from Swift Creek and the yet-to-be constructed sediment control structures for a 10-year time period. Since the preparation of the SCSMAP, Whatcom County has completed a Sediment Repository Site Screening Analysis and identified three alternative areas and one additional future alternative location for sediment repository development.

In addition to preliminary planning support, the Wheeler Consulting Group team will complete a Draft and Final Supplemental Environmental Impact Statement (SEIS) for the development of the repository site proposed action, provide preliminary permitting and documentation preparation services. Under a separate contract, the County will hire an engineering consultant firm for the design of SCSMAP projects. This engineering consultant will also provide the technical analyses in support of the SEIS.

Project Team

<table>
<thead>
<tr>
<th>Prime Consultant</th>
<th>Wheeler Consulting Group, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Dynamics</td>
<td>EnviroComp Consulting</td>
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<tr>
<td>Air Monitoring</td>
<td>T&amp;B Systems Environmental Research Associates</td>
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<tr>
<td>Wildlife</td>
<td>Hamer Environmental</td>
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<tr>
<td>QA/QC / Editing</td>
<td>Herrera</td>
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Schedule

The Draft Supplemental EIS is anticipated to be completed by mid-summer, 2019. Based on required decisions by Whatcom County, coupled by the outcome of a habit survey that requires additional monitoring, the timeline for Draft SEIS submittal could be extended by two years. Based on the anticipated 2019 completion schedule, Task 1 will be initiated in early October, 2018, and the 21-day SEPA scoping period will begin in October, 2018. Air and wildlife reports will be complete by the end of February, 2019 for incorporation into the Draft SEIS. Several analyses supporting the elements of the environment will be completed by consultants retained by the separate engineering team. Completion of these analyses will be a dynamic process requiring collaboration between the EIS team and the engineering team and their consultants; completion of the analyses is estimated by the end of May, 2019. If the engineering team consultants cannot meet this schedule, the mid-summer, 2019 Draft SEIS completion will change accordingly. Draft EIS commenting will be complete by the end of September, 2019, with Final SEIS completion anticipated by the end of February, 2020.

Task 1: Preliminary Planning and Staff Support

The WCG team will provide strategic support to Whatcom County staff in initial planning steps and integration of the environmental review process and engineering design and analyses required for repository development. The team will also work with staff to develop interim sediment management solutions and strategies to alleviate potential danger to County roads and bridges, as well as permitting support for interim solution implementation.

Assumptions:

- 1 half-day workshop meeting (4 hours) with preparation and follow-up
- 4 two-hour meetings with staff with preparation and follow-up
- Preparation of a programmatic permit between Public Works and Planning and Development Services; meetings for review/revision; development of associated documents as requested.
- Includes planning for, but excludes preparation of larger permit applications such as conditional use, biological assessments, critical areas mitigation, etc.

Deliverables:
Task 2: Project Technical Analysis Guidance and Project Management

Letitia Wheeler, the project manager of the WCG team, will interface directly with the engineering team project manager or designee and the technical analysts for each discipline detailed below. Co-management will be required to develop appropriate scopes of work and deliverable requirements required for Draft SEIS completion. Given the short time period for Draft SEIS preparation, ongoing collaboration between the WCG team and the engineering team will be required to ensure that developed scopes of work and associated deliverables meet the needs of the Draft SEIS. This task will include assistance with EIS administration such as distribution list preparation, notifications, mailings, and document delivery.

Assumptions:

- 2 half-day workshop meetings (4 hours each) with preparation and follow-up
- 7 two-hour monthly coordination meetings with preparation and follow-up
- 12 project management meetings with analysts
- Whatcom County to provide current Assessor’s data to for distribution list development

Deliverables:

- E-mail follow-up with team and staff
- Workshop work products will be available to staff upon request
- Project log of meetings (in-person, on-line, phone) and associated decisions to be available to staff and the engineering team
- SEIS technical report guidance document
- Draft and final scoping notice
- List of property owners for scoping notice distribution
- Document availability and distribution letters for Draft and Final EIS

Task 3: SEIS Proposed Action and Alternatives

The environmental review document to analyze the proposed Swift Creek repositories will be developed to supplement the SCSMAP and SCSMAP Phase 1 Project Plan EIS completed in 2013. The Proposed Action for the Draft SEIS will incorporate the Swift Creek location and environmental setting, and the Swift Creek issue history included in the 2013 Draft EIS by reference. Background information relevant to SCSMAP planning that has occurred since SCSMAP adoption and is necessary to form the foundation for the Draft SEIS Proposed Action will be developed by the WCG team and incorporated into the introductory section of the Proposed Action.

The SCSMAP Repository Project Plan noted that a sediment storage location in close proximity to Swift Creek was desirable to maintain low sediment transportation costs, thus increasing public benefit. The Swift Creek Repository Site Screening Analysis identified three alternative areas that met repository site screening criteria, along with one additional future alternative location. The alternative areas identified in the Site Screening Analysis were Area 1, located in the Swift Creek watershed upgradient of the Swift Creek alluvial fan; Area 2 located northeast of Swift Creek in the Columbia Valley area of Whatcom County; and Area 3 located southwest of Swift Creek near the intersection of Smith Road and Everson-Goshen Road. The future alternative area is located on the Swift Creek alluvial fan and would require construction of a protective levee prior to initiation of repository development. As noted in the site screening report, two of the identified repository locations (Area 2 and Area 3) would require on-road sediment transportation at round-trip distances of 10 and 20 miles, while two identified locations (Area 1 and Future Alternative) are proximate to Swift Creek. The sediment transportation distances for Areas 2 and 3 could result in 10-year sediment repository and sediment management cost of up to 16 times that of Area 1 and the Future Alternative, cost levels contrary to Project Plan statements on maximizing public benefit. As such, the scope of work for the Draft and Final Supplemental Swift Creek Environmental Impact Statement for Swift Creek Sediment Repository Sites will focus on repository locations within the Swift Creek basin (Area 1 and Future Alternative). The Proposed Action will describe the rationale for removing Areas 2 and Area 3 from consideration for repository development at this time. In addition to the repository locations identified in the Site Screening Analysis, Whatcom County has identified two additional repository locations in close proximity to Swift Creek that will be introduced in the Proposed Action and carried through the elements of the environment in the Draft SEIS.
As environmental review is typically based on conceptual designs, the Area 1, Future Alternative, and close proximity repository descriptions will initially be based on information included in the Site Screening Report. The WCG team will work with the engineering team to develop a technical foundation on which to base the environmental analyses in support of the Draft SEIS and on final conceptual designs and buffers for each repository to be considered. Coupled with the conceptual designs will be information on all ancillary facilities required to support the repository; preliminarily, descriptions will be included for unloading facilities, equipment staging and parking, employee parking, employee decontamination facilities, vehicle washdown facilities for vehicles that may travel on area roadways, and security-based facilities. The final conceptual designs approved by Whatcom County will provide the final list required ancillary facilities. In conjunction with final conceptual design, a capping plan will be developed through interaction with Whatcom County staff, will be described in the Proposed Action, and will be addressed as necessary through the Elements of the Environment.

The No Action Alternative will be discussed along with the Proposed Action. The No Action alternative will focus on SCSMAP implementation without the benefit of development of a sediment repository. Discussion will extend to possible alternative solutions for sediment dredged from Swift Creek and removed from developed sediment management structures over the same time period as a projected sediment repository life. In addition, the relationship of future SCSMAP strategy implementation to the absence of a viable sediment repository will also be considered.

Assumptions:

- Facility designs provided by engineering team
- Ancillary facility layouts will be a coordinated effort between EIS team, engineering team, and staff
- Proposed Action site layout graphics to be provided by engineering team in NAD83 datum
- Capping planning will be a collaborative effort with engineering team
- Staff will provide direction on No Action strategies in 2 two-hour meetings

Deliverables:

- Proposed Action section of Draft SEIS
  - Proposed repository descriptions (assumes up to four facilities)
  - Description of alternatives examined but removed from analysis
  - No Action alternative: what occurs in absence of proposal

Task 4: Elements of the Environment

Until completion of the scoping process (WAC 197-11-408), the preliminary list of elements of the environment is as follows:

**EARTH**

The WCG team will integrate geologic setting and geologic hazard information from the SCSMAP Draft EIS and the Site Screening Report by reference and build on the foundation previously developed. Site-specific geologic conditions information will be incorporated, along with individual repository site stratigraphy, when it is provided by the engineering team. For each repository location, geologic hazards in the form of possible landslide hazard effects will be discussed, along with the relationship of landslide hazard to the possible displacement of repository material.

Assumptions:

- Geotechnical analyses to be provided by engineering team
- Geologic critical areas analysis to be provided by engineering team; analysis will serve as basis for geologic hazards discussion
- Background geologic information incorporated from SCSMAP EIS by reference
- Geologic information to be extrapolated qualitatively for No Action alternative

Deliverables:

- Earth section of Draft SEIS
- Geotechnical analysis technical appendix

**AIR QUALITY**

EnviroComp Consulting and TB Systems will analyze potential air quality impacts and prepare air quality monitoring plans for the repository sites. EnviroComp will summarize existing data, characterize potential airborne release
dynamics, and provide a comprehensive understanding of wind flow and potential impact areas. The information will provide a firm understanding of optimum locations for monitoring station installation. T & B Systems will use the data developed by EnviroComp to develop asbestos monitoring plans that will utilize a combination of ground-based and aerial measurements at identified monitoring station locations for potential plume transport and dispersion mapping. This combination of efforts will result in a comprehensive air quality impact analysis for both the Proposed Action and No Action alternatives, will provide Whatcom County with site-specific monitoring plans for the repository sites included in the Proposed Action, and will recommend mitigation as appropriate for all alternatives.

Assumptions:
- Air quality information from the SCSMAP EIS incorporated by reference
- Local meteorological information to be updated
- 1 air dispersion model developed for up to 4 repository sites
- Separate monitoring plans developed for the 4 sites, if monitoring conditions vary; if monitoring conditions are the same, 1 monitoring plan may be applied to more than one site
- Air quality analysis for No Action to be qualitative

Deliverables:
- Air Quality section of Draft SEIS
- Air dispersion model and monitoring plans technical appendix

WATER
The water element will be divided in the Draft SEIS into the categories of surface water, groundwater, wetlands, and flooding. The engineering team will provide the technical basis for all water sub-elements.
- The surface water analysis will include both a characterization of existing surface water dynamics at each repository site and a stormwater management plan to be utilized at each repository site into the future.
- The groundwater analysis will build on groundwater information developed for the SCSMAP EIS and will examine groundwater flow beneath each repository site and potential impacts associated with repository development.
- The wetland analysis will include a remote assessment of potential wetlands on each repository site, coupled with reconnaissance level field verification and delineations where appropriate. The Site Screening Report showed that no Category I or II wetlands and few lower category wetlands occur on the repository sites; if wetlands are found during field reconnaissance, delineations will be completed, and mitigation recommendations will be developed as appropriate.
- The flooding analysis will incorporate SCSMAP Draft EIS flooding information by reference and will update the information to provide for complete flood hazard existing conditions. The change that will be experienced with repository development will be discussed, along with flood-related benefits of the Upper Goodwin Levee.

Assumptions:
- Water information from the SCSMAP EIS incorporated by reference
- Engineering team provides analyses for surface water, including stormwater engineering for up to four separate repository sites
- Engineering team will provide reconnaissance level wetland analyses for up to four repository sites; delineations will be provided by engineering team if wetlands are found
- Engineering team provides groundwater analyses, including potential impacts, for up to four repository sites
- Flooding analyses, include effects of SCSMAP programmed structures, developed from available federal, state, and local published sources, historical data, and local knowledge
- Water analysis for No Action to be qualitative

Deliverables:
- Water section of Draft SEIS
- Technical appendices to include stormwater engineering report(s), wetland report(s), groundwater report(s)

PLANTS AND ANIMALS
Descriptions of vegetation will be largely derived from the wetland reconnaissance/delineations reports and from existing Whatcom County data. Impacts to vegetation associated with repository development will be described.
Wildlife analyses will be completed for Area 1 and the Future Alternative by Hamer Environmental, the WCG team’s wildlife biological consultant. For Area 1, Hamer Environmental will conduct a Marbled Murrelet (MAMU) Platform Tree Delineation and Suitable Habitat Assessment, as MAMU occurrence has been documented on parcels adjoining Area 1. The assessment will be conducted according to the guidelines set forth in the Washington State Forest Practice Rules (WAC 222-12-090(15)) for private landowners, which includes identifying and locating potential nesting platforms found in conifer trees that are at least 32 inches in diameter at breast-height (DBH). If suitable MAMU habitat is found within Area 1, two years of surveys will be required to document presence or probable absence. Surveys will be conducted according to the Pacific Seabird Group Marbled Murrelet Inland Survey Protocol (Evans-Mack et al. 2003). The WCG team will work with Whatcom County staff at each juncture to determine direction for ongoing analysis of Area 1. The Future Alternative repository site primarily includes developed properties and farm fields, which will require reconnaissance level wildlife field review and reporting.

Assumptions:
- Vegetation and wildlife information from the SCSSMAP EIS incorporated by reference and updated based on current federal, state, and local database information
- Marbled Murrelet survey data and reporting incorporated, along with standard wildlife assessments for 2 analysis areas: upgradient Area 1 and alluvial fan
- If the Marbled Murrelet survey indicates viable habitat, 2 long-term monitoring stations to be established. Outcome of the habitat survey dictates the number of monitoring stations required; at present, 2 stations assumed.
- Vegetation surveys to be conducted for both sites; if listed species are found in federal, state, and local database searches, ground surveys will be conducted and potential impacts analyzed

Deliverables:
- Plants and Animals section of Draft SEIS
- Wildlife survey report technical appendix
- Marbled Murrelet survey technical appendix

ENVIRONMENTAL HEALTH
The environmental health topic will be focused on releases or potential releases to the environment affecting public health, such as toxic or hazardous materials. The WCG team will incorporate Swift Creek sediment health risk information from the SCSSMAP Draft EIS and the SCSSMAP Health Impact Assessment by reference to formulate existing conditions for environmental health. Potential health-related impacts associated with sediment movement to repositories and repository facility will be discussed. Potential health risks that could arise in the absence of sediment repository development will be discussed for the No Action alternative. Noise will be discussed in a similar manner if Whatcom County identifies noise as an environmental element in conjunction with SEIS scoping.

Assumptions:
- Environmental health information from the SCSSMAP EIS and SCSSMAP Health Impact Assessment incorporated by reference and summarized to characterize potential releases affecting public health
- Impacts of sediment movement to repositories, along with long-term repository operation characterized and related to air quality and water sections
- Environmental health analysis for No Action to be qualitative
- SEIS scope assumed to not include Noise sub-element

Deliverables:
- Environmental health section of Draft SEIS

LAND AND SHORELINE USE
The land use section will be completed by the WCG team. There are many issues that fall within the realm of land use that require analysis in the Draft SEIS, including land use compatibility, policy and regulatory considerations for the proposal, coupled with regulatory consistency, temporal impacts associated with use of resource lands, potential conflicts with the Williams Pipeline, and visual quality. Repository development will introduce lighting in Area 1 where there currently is none, but lighting would be insignificant and, as such, light and glare is unlikely to be scoped for review under Land and Shoreline Use. It is understood by the WCG team that Whatcom County intends to manage cultural resources evaluations for the Swift Creek repositories and sediment management
structures separately; cultural resources information will be incorporated into the Draft SEIS upon receipt from Whatcom County.

Land Use Compatibility and Regulatory Structure

Information included in the SCSSMAP Draft EIS will be incorporated and built upon. Short term and long term land use compatibility will be based on an updated distribution of land uses in the vicinity. The policy and regulatory context for sediment repository management will build on regulatory information included in the SCSSMAP, the SCSSMAP EIS, and documents such as the 2014 Joint Agency Agreement entered into by Whatcom County with the U.S. EPA and the Washington State Department of Ecology. The relationship of the Consent Decree and the Public Development Authority to the development and operation of the proposed repositories will be discussed, along with the consistency of repository development with the regulatory context prepared by the WCG team.

Whatcom County will be acting as SEPA lead agency for the Draft SEIS. Several other agencies, such as Washington State Department of Ecology, Northwest Clean Air Agency, Washington Department of Labor and Industries, and Washington Department of Archaeology and Historic Preservation may elect to join in the SEIS process as coordinating agencies. Participation of these agencies will be documented, along with both their interest in repository development and the regulatory structure under which they govern.

Forestry

Area 1 is designated as Rural Forestry and development of a repository would result in an approximate 10-year change in land use. The WCG team will assess the temporal change in use, including the plan for reforestation of the area with repository capping. Capping plans and subsequent uses will be introduced in the project description and will be explored in more detail in this section.

Williams Pipeline impacts

The WCG team understands that the engineering team will be examining avenues for managing access over and protection of the Williams Pipeline for both development of the repositories and for SCSSMAP sediment structure implementation. The WCG team will incorporate information derived by the engineering team to assess access-related pipeline impacts and suggest mitigation.

Visual Quality

Any potential visual impacts to surrounding land uses from repository development will be assessed. Visual impacts will be examined over both the short and long term.

Assumptions:

- Land use information from the SCSSMAP EIS incorporated by reference
- Regulatory framework information from the SCSSMAP updated to describe changes since its publication
- Land use compatibility tailored to each repository site
- Information on other agency involvement provided by the SEPA official
- Forestry temporal changes analyzed with input from the SEPA official
- Williams Pipeline information supplied by the engineering team
- Visual quality work products reviewed in 1 on-hour meeting with staff

Deliverables:

- Land Use section of Draft SEIS

TRANSPORTATION

The engineering team will analyze transportation networks, traffic volumes, and changes in levels of service for repository development. The WCG team will incorporate information made available into the Draft SEIS.

Assumptions:

- Transportation information from the SCSSMAP EIS incorporated by reference
- Transportation analyses provided for the repository sites by the engineering team
- No Action analyses to be qualitative

Deliverables:

- Transportation section of Draft SEIS
- Traffic analysis technical appendix
PUBLIC SERVICES AND UTILITIES
The WCG team will assess potential impacts to public services and utilities with repository development. In addition, the Draft SEIS will discuss emergency response planning for sediment transportation and for repository susceptibility to a Swift Creek catastrophic event.

Assumptions:
- Public services and utilities information from the SC MAP EIS incorporated by reference
- Information from the SC MAP EIS updated and tailored to the repository sites and for No Action

Deliverables:
- Public Services and Utilities section of Draft SEIS

DRAFT SEIS SUPPORT
Support tasks for completion of the Draft SEIS include graphics preparation and editing, preliminary SEPA-based documentation, and the Draft SEIS summary. The WCG team will also support Whatcom County staff in SEIS distribution and notification as necessary and as requested.

Assumptions:
- Graphics completed in a GIS format that will be readily transferrable to Whatcom County upon completion of the Draft SEIS
- The Fact Sheet and Summary will be completed with input from the SEPA official
- 2 final document reviews (primary and follow-up); 2 printed copies, excluding appendices, provided to staff, along with 1 pdf copy, inclusive of appendices, per review
- 2 two-hour review meetings with staff for document review
- 2 full sets of final documents, including appendices, provided to staff, along with 1 pdf copy

Deliverables:
- Complete Draft SEIS with appendices

Task 5: Draft SEIS Public Involvement
Upon initiation of the Draft SEIS contract, the Designated SEPA Official will issue a threshold determination and request public comments. A public scoping meeting will also be scheduled. Letitia Wheeler will attend the public scoping meeting and review any written comments that are submitted during the scoping period. Together with the Designated SEPA Official, a final scope for the Draft SEIS will be developed and Draft SEIS preparation will begin. The WCG team will work with Whatcom County to develop informational posters, presentation, or other information necessary to assist in the public scoping process.

When the Draft SEIS is complete and has been reviewed by Whatcom County, the document will be issued to the public for review and a 30-day (or, optionally, a 45-day) comment period will ensue. During the comment period, Whatcom County may hold a public meeting to collect comments on the Draft SEIS. The WCG team, like the scoping meeting, will be available to assist Whatcom County with preparation for the meeting and will be in attendance at the meeting.

Assumptions:
- Four informational posters and one hand-out for scoping meeting
- 1 handout and 1 digital presentation for Draft SEIS comment meeting
- Attendance at scoping meeting and SEIS comment meeting by 1 team member
- 2 one-hour meetings with staff to review informational media

Deliverables:
- Four informational posters
- Two informational hand-outs
- One digital presentation

Task 6: Final SEIS Scope Development and Response to Comments
Throughout and immediately after the Draft SEIS public commenting period, the WCG team will assemble, categorize, and summarize public comments. The categories and summaries will be used to determine additional
data needs from Whatcom County, the WCG team, the engineering team, or other external sources. Appropriate responses to public comments and associated data gaps will be filled as determined through collaboration with Whatcom County. The WCG team will then complete a Final EIS for review by Whatcom County and, ultimately, issuance to the public.

Assumptions:

- 40 comment letters received, summarized, responded to
- No additional technical analysis will be required
- Two final document reviews (primary and follow-up); includes two printed copies and one pdf copy per review
- 2 two-hour review meetings with staff required for document review
- 2 full sets of final documents provided to staff, along with one pdf copy

Deliverables:

- Final SEIS

Future Work

As needed and at the County’s discretion, this contract may be supplemented to provide for the following tasks.

Project Permitting Assistance

The WCG team will be available, as needed, to assist Whatcom County with permitting needs that may arise through the Draft SEIS process and for implementation of various SC$\text{S}$MAP strategies. Whatcom County may require assistance with final permit acquisition for the sediment management structures undergoing final design by the engineering team and with other SC$\text{S}$MAP strategies that may be implemented. The WCG team will be available to assist with permit acquisition for federal, state, and local permit processes and any other federal processes at the request of Whatcom County.

Repository Closure / Post-Closure Plan

Wheeler Consulting Group will be available to prepare the Closure/Post-Closure Plan called for in the Site Screening Report and included in the Consent Decree. The Closure Plan would include capping sequencing including seeding and planting; final structure placement for repository maintenance and care; and final stormwater management structure and maintenance requirements. In addition, the Closure Plan would incorporate air monitoring and groundwater monitoring plan components from the Draft SEIS for implementation into the future, as well as a detailed schedule for periodic inspections and maintenance.

SC$\text{S}$MAP Revisions

Wheeler Consulting Group prepared the SC$\text{S}$MAP in 2012 and three Project Plans in 2012 and 2013. Since that time, no updates or amendments to the SC$\text{S}$MAP have occurred. As the SC$\text{S}$MAP was developed to be maintained as a living record of plans and activities related to Swift Creek sediment management, periodic updates are required. Wheeler Consulting Group will assist Whatcom County in any SC$\text{S}$MAP amendments that may be required.

SC$\text{S}$MAP EIS Supplements

In concert with SC$\text{S}$MAP amendments and implementation of various SC$\text{S}$MAP strategies, future supplements to the 2013 SC$\text{S}$MAP EIS will be required. Wheeler Consulting Group will aid Whatcom County in supplementing the EIS.
Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following: See Exhibit A Scope of Work

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files
D. Specify the Agency’s Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided
II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data
A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format
Exhibit D
Prime Consultant Cost Computations

See attached 4 page cost computation for both Prime and Sub Consultants
### Exhibit D: Fee Estimate

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#### Task 1: Preliminary Planning and Staff Support

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#### Task 2: Project Technical Analysis Guidance and Management

| Project management | 160 | 160 | $26,400 |
| Draft and Final EIS Administration | 40 | 40 | $6,600 |
| Team meetings | 40 | 40 | $6,600 |
| **Task Subtotal** | 240 | 0 | 0 | 0 | 0 | **240** | **$39,600** |

#### Task 3: SEIS Proposed Action and Alternatives

| Proposed Action background | 40 | 40 | $6,600 |
| Alternatives descriptions (including discarded alternatives) | 160 | 160 | $26,400 |
| No Action alternative | 80 | 80 | $13,200 |
| **Task Subtotal** | 280 | 0 | 0 | 0 | 0 | **280** | **$46,200** |

#### Task 4: Elements of the Environment

<p>| Earth | 40 | 40 | $6,600 |
| Air quality | 32 | 18 | 70 | 120 | $22,200 |
| Water: surface Water | 24 | 24 | $3,960 |
| Water: groundwater | 24 | 24 | $3,960 |
| Water: wetlands | 24 | 24 | $3,960 |
| Water: flooding | 40 | 40 | $6,600 |
| Plants and animals | 32 | 48 | 80 | $10,560 |
| Plants and animals: Marbled Murrelet monitoring follow-up | 8 | 35 | 43 | $5,170 |
| Environmental health | 32 | 32 | $5,280 |
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| Land use: forestry | 24 | 24 | $3,960 |</p>
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Exhibit E

Sub-consultant Cost Computations

Exhibit D contains the sub-consultant cost computations. The CONSULTANT shall not execute additional subcontracts for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.
During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   • Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   • Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:
<table>
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<tr>
<th>Exhibit G-1(a)</th>
<th>Certification of Consultant</th>
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<td>Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions</td>
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<td>Exhibit G-3</td>
<td>Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying</td>
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<tr>
<td>Exhibit G-4</td>
<td>Certificate of Current Cost or Pricing Data</td>
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Exhibit G-1(a)  Certification of Consultant

I hereby certify that I am the duly authorized representative of the firm of
Wheeler Consulting Group, Inc.
whose address is
PO Box 1452 Bellingham, WA 98227
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Wheeler Consulting Group

Consultant (Firm Name)

__________________________
Signature (Authorized Official of Consultant)          Date

Agreement Number:
Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☑ Other

of the , and

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_________________________________________  ________________
Signature                                      Date
Exhibit G-2  Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Wheeler Consulting Group, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)                           Date

Agreement Number:
Exhibit G-3  Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

Wheeler Consulting Group, Inc.

Consultant (Firm Name)

________________________________________
Signature (Authorized Official of Consultant)  Date

Agreement Number:
Exhibit G-4  Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of Swift Creek Repository SEIS** are accurate, complete, and current as of September 12, 2018.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm:

________________________________________________________  ________________________________
Signature                                      Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:
The purpose of this exhibit is to establish a procedure to determine if a consultant’s alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

**Step 1 Potential Consultant Design Error(s) is Identified by Agency’s Project Manager**
At the first indication of potential consultant design error(s), the first step in the process is for the Agency’s project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

**Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer’s concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

**Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

**Step 4 Attempt to Resolve Alleged Design Error with Consultant**
After the meeting(s) with the consultant have been completed regarding the consultant’s alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.

- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant’s agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.
Step 5 Forward Documents to Local Programs
For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General’s Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

• If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.

• If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.
The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant’s claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant’s claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

**Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement’s scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency’s project manager.

The consultant’s claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

**Step 2 Review by Agency Personnel Regarding the Consultant’s Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency’s project manager. The project manager will review the consultant’s claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project’s funding, forward a copy of the consultant’s claim and the Agency’s recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant’s claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant’s claim, proceed to step 3 of the procedures.
Step 3 Preparation of Support Documentation Regarding Consultant’s Claim(s)

If the Agency does not agree with the consultant’s claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency’s summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency’s summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant’s claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant’s claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant’s Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

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

**PRODUCER**
Wallace & Associates
P.O. Box 405/200 Fairhaven
Burlington, WA 98233
Josh Top
Phone: 360-755-0631
Fax: 360-755-9389

**INSURED**
Wheeler Consulting Group
PO Box 1452
Bellingham, WA 98227

**INSURER(S) AFFORDING COVERAGE**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101: Additional Remarks Schedule, if more space is required)

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. This insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance.

**CERTIFICATE HOLDER**

Whatcom County
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

© 1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09) The ACORD name and logo are registered marks of ACORD
A waiver of subrogation applies to the Commercial General Liability in favor of the Additional Insured.
COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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</tbody>
</table>
With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and
(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

(i) Premises rented to you for a period of 7 or fewer consecutive days; or
(ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance Applies to this coverage as described in Section III - Limits of Insurance.
b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premise:
   (1) While rented to you; or
   (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGE A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to $3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your or going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marqueses, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.
2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury and Property Damage Liability:

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

If an additional insured’s policy has another Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured’s policy for damages we cover.
b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

a. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

b. To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;

c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or

d. Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and
advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury"; or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
   d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
P. EXTENDED PROPERTY DAMAGE
Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and

2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.
## TITLE OF DOCUMENT:
2018 Emergency Management Performance Grant (EMPG), Contract # E19-072

### ATTACHMENTS:
Two originals of the 2017 EMPG Contract # E19-072
Whatcom County Contract Information Sheet
Supporting Memo

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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.)

To enter into a contract with the Washington State Military Department to assist in preparing for all hazards through sustainment and enhancement of the Whatcom County Sheriff’s Office Division of Emergency Management program, with funding from the US Department of Homeland Security Emergency Management Performance Grant (EMPG) program, CFDA# 97.042, in the amount of $72,713.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

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<th>Originating Department:</th>
<th>Sheriff’s Office</th>
<th>35</th>
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<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Division of Emergency Management</td>
<td>3580</td>
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<tr>
<td>Contractor’s / Agency Name:</td>
<td>John Gargett</td>
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<tr>
<td>Washington State Military Department</td>
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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: |

Already approved? Council Approved Date: |

(Exclusions 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): E19-072 CFDA#: 97.042

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): |

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

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☒ Contract work is for less than $100,000.
- ☒ Contract work is for less than 120 days.
- ☒ Interlocal Agreement (between Governments).
- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Work related subcontract less than $25,000.
- ☐ Public Works - Local Agency/Federally Funded FHWA.

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

$ 72,713

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, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. 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: To assist Whatcom County Sheriff’s Office Division of Emergency Management in preparing for all hazards through sustainment and enhancement of its programs.

**Term of Contract:** 15 months  
**Expiration Date:** 08/31/2019

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Last edited 08/08/18
MEMO

To: Jack Louws, Whatcom County Executive
From: Sheriff Bill Elfo, Director
       John Gargett, Deputy Director
       Sheriff's Office Division of Emergency Management
Subject: 2018 Emergency Management Performance Grant (EMPG)
Date: October 3, 2018

Enclosed are two originals of the 2018 Emergency Management Performance Grant (EMPG) between Whatcom County Sheriff's Office Division of Emergency Management and the Washington State Military Department for your review and signature. Also included are the Whatcom County Council Agenda Bill, Contract Information Sheet, W-9 Form, Signature Authorization Form, Debarment Certification Form, FFATA Form, and the 2 CFR Part 200 Subpart F Audit Certification Form for your signature.

- Background and Purpose

The US Department of Homeland Security Emergency Management Performance Grant (EMPG) provides funds to local jurisdictions and tribes with emergency management programs to assist in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. EMPG funds are awarded annually.

The EMPG Scope of Work includes deliverable activities routinely performed by the Division of Emergency Management in compliance with WAC 118-30, RCW 38.52, and Whatcom County Code 2.40. DEM’s Coordinator FTE is funded by this grant. The $72,713 local match will be met from WCSO-DEM’s existing budget authorization with the salary and benefits expenses of one of the Program Specialist FTEs.

The performance period runs from June 1, 2018 through August 31, 2019.

- Funding Amount and Source

$72,713 from the US Department of Homeland Security 2018 Emergency Management Performance Grant (EMPG), through the Washington State Military Department, Grant Agreement Number E19-072, CFDA# 97.042 (18EMPG).

Please contact John Gargett (778-7160) or Frances Burkhart (778-7161) if you have any questions or concerns regarding this contract.

Encl.
| **1.** Subrecipient Name and Address: Whatcom County Sheriff's Office (WCSO) Division of Emergency Management (DEM) 311 Grand Avenue Bellingham, WA 98225-4048 |
| **2.** Grant Agreement Amount: $72,713 |
| **3.** Grant Agreement Number: E19-072 |

| **4.** Subrecipient Contact, phone/email: Frances Burkhart, (360) 778-7161 fburkhar@co.whatcom.wa.us |
| **5.** Grant Agreement Start Date: June 1, 2018 |
| **6.** Grant Agreement End Date: August 31, 2019 |

| **7.** Department Contact, phone/email: Zoie Choate, (253) 512-7461 zchoate@mil.wa.gov |
| **8.** Data Universal Numbering System (DUNS): 060044641 |
| **9.** UBI # (state revenue): 371-010-246 |

| **10.** Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS) |

| **11.** Federal Funding Identification #: EMS-2018-EP-00004-S01 |
| **12.** Federal Award Date: 08/17/2018 |
| **13.** Catalog of Federal Domestic Assistance (CFDA) # & Title: 97.042 (18EMPG) |

| **14.** Total Federal Amount #: $7,345,832 |
| **15.** Program Index # & OBJ/SUB-OBJ: 783PT NZ |

| **16.** Service Districts: (BY LEGISLATIVE DISTRICT): 40, 42 (BY CONGRESSIONAL DISTRICT): 2 |
| **17.** Service Area by County(ies): Whatcom |
| **18.** Women/Minority-Owned, State Certified?: ☑ N/A ☐ NO ☑ YES, OMBWE # |

| **19.** Agreement Classification |
| ☐ Personal Services ☐ Client Services ☑ Public/Local Gov't |
| ☐ Research/Development ☐ A/E ☐ Other |

| **20.** Contract Type (check all that apply): |
| ☐ Contract ☑ Grant ☑ Agreement |
| ☐ Intergovernmental (RCW 39.34) ☐ Interagency |

| **21.** Subrecipient Selection Process: |
| ☑ "To all who apply & qualify" ☐ Competitive Bidding |
| ☐ Sole Source ☐ A/E RCW ☐ N/A |
| ☐ Filed w/OFM? ☐ Advertised? ☑ YES ☐ NO |

| **22.** Subrecipient Type (check all that apply): |
| ☑ Private Organization/Individual ☐ For-Profit |
| ☐ Public Organization/Jurisdiction ☐ Non-Profit |
| ☐ CONTRACTOR ☑ SUBRECIPIENT ☐ OTHER |

**PURPOSE & DESCRIPTION:**

The purpose of the Fiscal Year (FY) 2018 Emergency Management Performance Grant (18EMPG) is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to local jurisdictions and tribes with emergency management programs to assist in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan.

The Department is the Recipient and Pass-through Entity of the 18EMPG DHS Award Letter for Grant No. EMS-2018-EP-00004-S01, which is incorporated in and attached hereto as Attachment #1 and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations
2. DHS/FEMA Award and program documents
3. Work Plan
4. Special Terms and Conditions
5. General Terms and Conditions, and,
6. Other provisions of the Agreement incorporated by reference

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

Signature: Regan Anne Hesse, Chief Financial Officer Washington State Military Department

BOILERPLATE APPROVED AS TO FORM:
Brian E. Buchholz 8/21/2018 Sr. Assistant Attorney General

FOR THE SUBRECIPIENT:

Signature: Jack Louws, County Executive Whatcom County Executive’s Office

Signature: Bill Elfo, Sheriff Whatcom County Sheriff’s Office

APPROVED AS TO FORM (if applicable): 10/15/19

Applicant’s Legal Review Date
SPECIAL TERMS AND CONDITIONS

ARTICLE I. KEY PERSONNEL.
The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

<table>
<thead>
<tr>
<th>SUBRECIPIENT</th>
<th>DEPARTMENT</th>
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<tr>
<td>Name</td>
<td>Name</td>
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<tr>
<td>Frances Burkhart</td>
<td>Zoe Choate</td>
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<td>Title</td>
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<tr>
<td>Program Specialist</td>
<td>Program Coordinator</td>
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<td><a href="mailto:zoe.choate@mil.wa.gov">zoe.choate@mil.wa.gov</a></td>
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<tr>
<td>Phone</td>
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<tr>
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<td>253-512-7461</td>
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<tr>
<td>Name</td>
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<tr>
<td>Bill Elfo</td>
<td>Tirzah Kincheloe</td>
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<td>Title</td>
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<tr>
<td>Sheriff / Director</td>
<td>Program Manager</td>
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<tr>
<td><a href="mailto:belfo@co.whatcom.wa.us">belfo@co.whatcom.wa.us</a></td>
<td><a href="mailto:tirzah.kincheloe@mil.wa.gov">tirzah.kincheloe@mil.wa.gov</a></td>
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<td>360-778-6600</td>
<td>253-512-7456</td>
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<td>Name</td>
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<td>John Gargett</td>
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<td>Deputy Director</td>
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<td>360-778-7160</td>
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ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 18EMP Program, including, but not limited to, all criteria, restrictions, and requirements of The U.S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2018 Emergency Management Performance Grant (EMPG) document, the DHS Award Letter for Grant No. EMS-2018-EP-00004-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment 1.

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

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

   a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 18EMP funds received under this Agreement casts the party receiving the funds in the role of a Subrecipient or contractor in accordance with 2 CFR 200.330.

   b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its Subrecipient:

      i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 18EMP funds, including, but not limited to, those contained in 2 CFR 200.

      ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 18EMP Program, including, but
not limited to, all criteria, restrictions, and requirements of The U.S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2018 Emergency Management Performance Grant (EMPG) document, the DHS Award Letter for Grant No. EMS-2018-EP-00004-S01 in Attachment 1, and the federal regulations commonly applicable to DHS/FEMA grants.

iii. The Subrecipient shall be responsible to the Department for ensuring that all 18EMPG federal award funds, and associated matching funds, provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 1 of this Agreement.

2. BUDGET & REIMBURSEMENT

a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient’s actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department for approval with an explanation for the change.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.

e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Exhibit D).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn’t substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Timeline (Exhibit D) and once approved submit those costs on the next scheduled reimbursement due date contained in the Timeline.

f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.

g. Any request for extension of a due date in the Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate
time for Department review and consideration, and may be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.

j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.

k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

l. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Exhibit E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.

m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING
   a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Exhibit C) activities in the format provided by the Department.

   b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.

   c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.

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

   e. The Subrecipient shall participate in the State's annual capabilities assessment for the Stakeholder Preparedness Review (SPR), formerly known as the State Preparedness Report.

4. EQUIPMENT AND SUPPLY MANAGEMENT
   a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

   i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a
subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient’s inventory system.

iii. Inventory system records shall include:

A. description of the property
B. manufacturer’s serial number, model number, or other identification number
C. funding source for the equipment, including the Federal Award Identification Number (FAIN)
D. Catalog of Federal Domestic Assistance (CFDA) number
E. who holds the title
F. acquisition date
G. cost of the equipment and the percentage of federal participation in the cost
H. location, use, and condition of the equipment at the date the information was reported
I. disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.

vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

A. For Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
B. For Equipment:

1) Items with a current per-unit fair-market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

2) Items with a current per-unit fair-market value in excess of $5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department’s Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment categories for the EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at http://www.fema.gov/authorized-equipment-list. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under EMPG, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

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

e. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at https://www.fema.gov/media-library/assets/documents/85376 all of which are incorporated in and made a part of this Agreement.

b. Projects that have historical impacts or the potential to impact the environment, including, but not limited to, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed and approval received by the Subrecipient before any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT
   b. For all sole source contracts expected to exceed $150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

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

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

9. NIMS COMPLIANCE
   a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
   b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
   c. In order to receive FY 2018 federal preparedness funding, to include EMPG, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at https://www.fema.gov/media-library/assets/documents/130743.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS
   1. The Department receives EMPG Program funding from DHS/FEMA, which is provided to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).
   2. A portion of the 18EMPG is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.
   3. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient’s application for funding, as approved by the Department and incorporated into this Agreement.
   4. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
   5. The Subrecipient shall provide a fifty percent match of $72,713 of non-federal origin. To meet matching requirements, the Subrecipient’s cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An
appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

6. All personnel funded in any part through federal award or matching funds under this Agreement shall:
   a. Complete and record proof of completion for the NIMS training requirements outlined in the NIMS Training Program located at
      https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel). The Subrecipient will report training course completion by individual personnel along with the final report; and
   b. Complete either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy. The Subrecipient will report training course completion by individual personnel along with the final report.

C. DHS TERMS AND CONDITIONS
   As a Subrecipient of 18EMPG program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 18EMPG Award Letter and its incorporated documents for DHS Grant No. EMS-2018-EP-00004-S01, which are incorporated and made a part of this Agreement as Attachment 1.
A.1 DEFINITIONS
As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "Agreement" means this Grant Agreement.

b. "Department" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.

c. "Subrecipient" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.

d. "Monitoring Activities" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

e. "Investment" means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED
The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS
The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

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

A.5 ASSURANCES
The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY
As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.
The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.
Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or Subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or Subrecipient or by checking the System for Award Management (https://sam.gov/portal/SAM/#/11) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING
As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 CONFLICT OF INTEREST
No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

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

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES
The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONTRACTING & PROCUREMENT

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

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

1) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.


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

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

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

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

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

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

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

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

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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


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

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

A.11 DISCLOSURE
The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department’s or the Subrecipient’s responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES
Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS
It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

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

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

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:
44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE
The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY
Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION
The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES
The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)
The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES
The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY
No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.
A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION
The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY
The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department’s name is mentioned, or language used from which the connection of the Department’s name may, in the Department’s judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

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

A.24 RECAPTURE PROVISION
In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS
a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient’s contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the “records”).

b. The Subrecipient’s records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient’s normal working day.

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

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN
While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.
Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

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

A.27 SEVERABILITY
If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)
Non-federal entities, as Subrecipients of a federal award, that expend $750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than $750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or Subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

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

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

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a completed “2 CFR Part 200 Subpart F Audit Certification Form” (https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms) to the Department at the address listed above identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient’s fiscal year(s).

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE
The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen’s Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

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

A.30 TAXES, FEES AND LICENSES
Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE
Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

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

A.32 TERMINATION OR SUSPENSION FOR CAUSE
In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department’s discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient’s liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.
The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

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

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

A.33 TERMINATION PROCEDURES

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

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

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

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

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

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

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

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE
This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.36 WAIVERS
No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.
**WORK PLAN**

**FY 2018 Emergency Management Performance Grant**

**Emergency Management Organization:** Whatcom County Sheriff's Office (WCSO) Division of Emergency Management

The purpose of EMPG is to assist with the enhancement, sustenance and improvement of state, local, tribal and federal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include 18EMPG grant and local funds).

<table>
<thead>
<tr>
<th>Program Area #1</th>
<th>WHY THE WORK IS BEING DONE</th>
<th>RESULT OF THE WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Planning</strong></td>
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<tr>
<td>1 Complete the Mount Baker Emergency Action Plan.</td>
<td>The Mount Baker/Glacier Peak Coordination Plan identifies certain common coordination tasks and responsibilities which various private sector, county, state, provincial, and federal agencies will need to accomplish before, during, and after a hazardous geologic incident at either volcano. The Coordination Plan is intended to support, not supplant, each jurisdiction's CEMP. The Whatcom County CEMP, although providing general all-hazard response guidelines, does not include a hazard-specific action plan for response to Mount Baker geologic events that directly impact Whatcom County. The After Action Report/Lessons Learned from the Mount Baker full-scale exercise in October 2018 will help round out this new Mount Baker Emergency Action Plan.</td>
<td>Local response agencies within Whatcom County will be prepared to take specific actions before, during, and after Mount Baker geologic events allowing for a more efficient response.</td>
</tr>
<tr>
<td>2 Implement Critical Infrastructure Tactical Security Planning by inspecting and building site-specific security response plans for use by local responders.</td>
<td>Whatcom County is home to multiple critical infrastructures that service a multitude of critical needs at the local, state, and federal level, and Whatcom County has a history of attempted disruptions to that critical infrastructure. Local law enforcement and fire agencies need a clearer understanding of special challenges involved in responding to critical infrastructure incidents.</td>
<td>Tactical security plans for law enforcement and fire agencies will enable a rapid, safe, and effective response to critical infrastructure incidents.</td>
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<tr>
<th>Program Area #2</th>
<th>WHY THE WORK IS BEING DONE</th>
<th>RESULT OF THE WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Training</strong></td>
<td></td>
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<tr>
<td>1 Facilitate one ICS-300 and one ICS-400 training. The goal for each class is 20 participants. (Co-Sponsor with City of Bellingham OEM.)</td>
<td>The National Incident Management System (NIMS) Training Plan outlines the training requirement for field responders and ECC/EOC personnel. These trainings help partner jurisdictions and agencies meet and maintain NIMS compliance.</td>
<td>Upon completion, the trained personnel will have a clearer understanding of their role in the Incident Command System, whether working in an ECC, EOC, or Incident Command Post, and thereby creating a more efficient and coordinated response. Participating agencies will maintain NIMS compliance status.</td>
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<tr>
<td>2 Conduct two trainings for the Whatcom Unified Incident Management Team (UIMT). (Co-Sponsor with City of Bellingham OEM.)</td>
<td>Recent exercises and activations confirm the need for continual training on ICS positions in general and on specific processes within the Whatcom Unified Emergency Coordination Center.</td>
<td>These trainings ensure the IMT knows how to perform required tasks and understand work flow procedures in the ECC in order to perform more efficiently during exercises and activations.</td>
</tr>
</tbody>
</table>
3. Conduct two Duty Officer trainings. (Co-Sponsor with City of Bellingham: OEM.)
Whatcom County and the City of Bellingham utilize shared Duty Officer coverage with Duty Officers drawn from different departments within both agencies. The need for common understanding of procedures that may differ from their home departments is essential for consistent response to incidents throughout Whatcom County.

<table>
<thead>
<tr>
<th>Program Area #3</th>
<th>Exercise</th>
<th>Work Planned</th>
<th>Why the Work is Being Done</th>
<th>Result of the Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Conduct at least six exercises, using a variety of formats (e.g., table-top, functional, full-scale, drill, workshop) and scenarios (e.g., volcano, communications, etc.).</td>
<td>Exercises provide a realistic learning environment that affords the opportunity for improvement. Post-incident critiques often confirm that experience gained during exercises is the best way to prepare teams to respond effectively to an emergency. Exercises are designed to engage team members and get them working together to manage the response to a hypothetical incident. Exercises enhance knowledge of plans, allow members to improve their own performance, and identify opportunities to improve capabilities to respond to real events.</td>
<td>Whatcom Unified Emergency Coordination Center (WUECC) staff, the Incident Management Team, Duty Officers, partner agency participants, and the emergency response community will put their understanding to the test by talking through protocols or carrying out tasks for which they would be responsible during an actual event. The intended outcome is two-fold: (1) Personnel will be better prepared to perform their tasks during activations, and (2) Lessons learned will be used to validate existing policies and procedures or to provide recommendations for improvements.</td>
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</table>

2. Participate in at least four partner agency exercises, drills, and workshops.

<table>
<thead>
<tr>
<th>Program Area #4</th>
<th>Public Outreach &amp; Education</th>
<th>Work Planned</th>
<th>Why the Work is Being Done</th>
<th>Result of the Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Conduct four CERT classes. The goal for each class is 15 participants.</td>
<td>Empowering citizens to take care of themselves is a key component to community resilience, particularly during large-scale incidents, and decreases citizen reliance on first responder organizations.</td>
<td>Citizens will be prepared to support their community in the event of a disaster.</td>
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</tbody>
</table>

2. Conduct six education/outreach presentations. The goal is to reach 20+ individuals with each presentation.

<p>|                 |                            | These presentations are designed to increase public awareness of Whatcom County risks and hazards and to provide actions individuals, families, and businesses can take to lessen the impact of emergencies and disasters. | Individuals will be more aware of local hazards and steps they can take to be better prepared for emergencies and disasters. |</p>
<table>
<thead>
<tr>
<th>Provision Area #5</th>
<th>Operational Readiness</th>
<th>WHY THE WORK IS BEING DONE</th>
<th>RESULT OF THE WORK</th>
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<tbody>
<tr>
<td><strong>WORK PLANNED</strong></td>
<td><strong>WHY THE WORK IS BEING DONE</strong></td>
<td><strong>RESULT OF THE WORK</strong></td>
<td></td>
</tr>
<tr>
<td>1Manage the Whatcom County Emergency Worker Program.</td>
<td>Traditional first responders (law enforcement, fire, public works, etc.) do not have all the skills necessary to meet the needs of their communities and, in emergencies and disasters, are often overwhelmed and unable to provide services they normally would. Volunteers fill many of the gaps, giving of their time and expertise to help their neighbors and the wider community. WAC 118-04 Emergency Worker Program defines the classes of emergency workers and regulates emergency worker registration, training, activation, and compensation.</td>
<td>Whatcom County’s volunteer groups (e.g., Search and Rescue, CERT, Auxiliary Communications Service, Support Officers, Volunteer Mobilization Center, Incident Management Team) will be in compliance with WAC 118-04 and the approximately 1,000 volunteers will be covered under the protection that the Emergency Worker Program provides.</td>
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<tr>
<td>2Co-facilitate the annual Winter Storm/Flood Outlook and Planning Briefing. (Co-facilitate with City of Bellingham OEM.)</td>
<td>Floods and winter storms occur annually in Whatcom County. Some years, the impact is relatively minor; other years the impact reaches the level of a Presidential Disaster Declaration. It is important for partner agencies in the community to come together as one group to hear from NOAA what the upcoming winter forecast is, what mitigation work has been done in the previous year, what resources/strategies each agency can bring to the response, and review plans and responsibilities to help mitigate flood and winter storm impacts. Core presenters usually include NOAA, Whatcom County Public Works River and Flood Division, Army Corps of Engineers, and Puget Sound Energy.</td>
<td>Agency partners will come away with a realistic prediction based on the latest science modeling provided by NOAA/National Weather Service and a better understanding of the available resources and response plans of other agencies.</td>
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<td>3Host industry partner exercises at the Whatcom Unified Emergency Coordination Center (WUECC).</td>
<td>Oil and pipeline industry partners conduct annual functional exercises at the WUECC facility. These large-scale exercises bring 150-250 participants into the WUECC, taxing its capabilities beyond the usual, more modest 20-100 person drills, exercises, and activations. These exercises identify operational gaps, singling out key deficiencies with infrastructure capacity and equipment, hardware and software needs, and information flow.</td>
<td>Participation will result in increased readiness of the facility, building out capabilities that will enhance our facility for future exercises and activations.</td>
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<tr>
<td>4Manage the fiscal and administrative policies and procedures that support both day-to-day and disaster operations.</td>
<td>Policies and procedures are established to support the efficiency, consistency, responsibility, and accountability of all employees in support of their agency’s mission, vision, and objectives.</td>
<td>Delivery of emergency management programs are efficient, consistent, show good custodianship of public funds, and are in compliance with federal, state, and local codes and regulations.</td>
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<tr>
<td>June 1, 2018</td>
<td>Grant Agreement Start Date</td>
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<td>January 30, 2019</td>
<td>Submit reimbursement request</td>
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<tr>
<td>April 30, 2019</td>
<td>Submit reimbursement request</td>
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<td>August 31, 2019</td>
<td>Grant Agreement End Date</td>
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<tr>
<td>October 15, 2019</td>
<td>Submit final reimbursement request, final report, training requirement report, and/or other deliverables.</td>
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### BUDGET

**FY 2018 Emergency Management Performance Grant**

**18EMPG AWARD** $ 72,713.00

<table>
<thead>
<tr>
<th>SOLUTION AREA</th>
<th>CATEGORY</th>
<th>EMPG AMOUNT</th>
<th>MATCH AMOUNT</th>
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<td>Salaries &amp; Benefits</td>
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<td><strong>Subtotal</strong></td>
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**TOTAL Grant Agreement AMOUNT:** $ 72,713

- The Subrecipient will provide a match of $72,713 of non-federal origin, 50% of the total project cost (local budget plus EMPG award).
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

**Funding Source:** U.S. Department of Homeland Security - PI# 783PT – EMPG
U.S. Department of Homeland Security  
Washington, D.C. 20572

Bret Daugherty  
Washington Military Department  
Building 20  
Camp Murray, WA 98430 - 5122

Re: Grant No. EMS-2018-EP-00004

Dear Bret Daugherty,

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Emergency Management Performance Grants has been approved in the amount of $7,345,832.00. As a condition of this award, you are required to contribute a cost match in the amount of $7,345,832.00 of non-Federal funds, or 50 percent of the total approved project costs of $14,691,664.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2018 Emergency Management Performance Grants Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization’s name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.
AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants

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Article XXXIX
Acceptance of Post Award Changes

Article XL
Disposition of Equipment Acquired Under the Federal Award

Article XLI
Prior Approval for Modification of Approved Budget

Article I - Whistleblower Protection Act
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article II - Use of DHS Seal, Logo and Flags
Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article III - USA Patriot Act of 2001
Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article IV - Universal Identifier and System of Award Management (SAM)
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article V - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article VI - Rehabilitation Act of 1973
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VII - Trafficking Victims Protection Act of 2000
Recipients must comply with the requirements of the government-wide award term which implements Section 108(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article VIII - Terrorist Financing
Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article IX - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article X - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XI - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XVII - Hotel and Motel Fire Safety Act of 1990

Article XVIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-139942.

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments, Privacy Guidance, and Privacy Template as useful resources respectively.

Article XX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101-12213).

Article XXI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXII - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIII - Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIV - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXV - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXVI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXIX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXX - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XXXI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXXIII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100.201.)

Article XXXIV - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXXV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other
individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

**Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3000.

**Article XXXVII - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 5 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXXIX - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMAGMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

**Article XL - Disposition of Equipment Acquired Under the Federal Award**
When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

**Article XLI - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**BUDGET COST CATEGORIES**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$3,157,326.00</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$1,174,535.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$85,863.00</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$58,504.00</td>
</tr>
<tr>
<td>Contractual</td>
<td>$9,819,913.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$0.00</td>
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<tr>
<td>Indirect Charges</td>
<td>$395,523.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
Obligating Document for Award/Amendment

<table>
<thead>
<tr>
<th>1a. AGREEMENT NO.</th>
<th>2. AMENDMENT NO.</th>
<th>3. RECIPIENT NO.</th>
<th>4. TYPE OF ACTION</th>
<th>5. CONTROL NO.</th>
</tr>
</thead>
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<td>EMS-2018-EF-00004-501</td>
<td>***</td>
<td>916001095G</td>
<td>AWARD</td>
<td>FY2018R10EMPG</td>
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</table>

<table>
<thead>
<tr>
<th>6. RECIPIENT NAME AND ADDRESS</th>
<th>7. ISSUING FEMA OFFICE AND ADDRESS</th>
<th>8. PAYMENT OFFICE AND ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Washington Military Building 20</td>
<td>FEMA Finance Center</td>
<td>430 Market Street</td>
</tr>
<tr>
<td>Camp Murray, WA, 98430 - 5122</td>
<td>Washington, DC 20572-3645</td>
<td>Winchester, VA 22603</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. NAME OF RECIPIENT</th>
<th>10. NAME OF FEMA PROJECT COORDINATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tirzah Kincheloe</td>
<td>Central Scheduling and Information Desk</td>
</tr>
<tr>
<td></td>
<td>Phone: 800-368-6498 Email: <a href="mailto:Asksedf@dhs.gov">Asksedf@dhs.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. EFFECTIVE DATE OF THIS ACTION</th>
<th>12. METHOD OF PAYMENT</th>
<th>13. ASSISTANCE ARRANGEMENT</th>
<th>14. PERFORMANCE PERIOD</th>
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</thead>
<tbody>
<tr>
<td>10/01/2017</td>
<td>Cost Reimbursement</td>
<td></td>
<td>From: 10/01/2017 To: 09/30/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Budget Period: 10/01/2017 to 09/30/2019</td>
</tr>
</tbody>
</table>

**15. DESCRIPTION OF ACTION**

a. (Indicate funding data for awards or financial changes)

<table>
<thead>
<tr>
<th>PROGRAM NAME</th>
<th>CFDA NO.</th>
<th>ACCOUNTING DATA (ACCS CODE)</th>
<th>PRIOR TOTAL AMOUNT AWARDED</th>
<th>CURRENT TOTAL AWARD</th>
<th>CUMULATIVE NON-FEDERAL COMMITMENT</th>
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<td>Emergency Management Performance Grants</td>
<td>97.042</td>
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**TOTALS**

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<tr>
<th></th>
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<td></td>
<td></td>
<td>$0.00</td>
<td>$7,345,832.00</td>
<td>$7,345,832.00</td>
</tr>
</tbody>
</table>

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title):

Tirzah Kincheloe, Mrs

18. FEMA SIGNATORY OFFICIAL (Name and Title):

KIMBERLY ERIN PENFOLD, Assistance Officer

DHS-FEMA-EMPG-FY 18  Whatcom County Sheriff's Office DEM, E19-072

Page 36 of 36

DATE: Wed Sep 05 00:20:54 GMT 2018

DATE: Fri Aug 17 16:37:29 GMT 2018

203
Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Whatcom County

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Single-member LLC
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)
   - (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)

311 Grand Avenue

6. City, state, and ZIP code

Bellingham, WA 98225

7. List account number(s) here (optional)

Print or type on page 2.

See Specific Instructions on page 2.

Local Government

Requestor's name and address (optional)

Part I
Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

916001383

Part II
Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

- If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:
  1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  2. The treaty article addressing the income.
  3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
  4. The type and amount of income that qualifies for the exemption from tax.
  5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States under U.S. law. This student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your tax or interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-8 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $100 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1
You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, just first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. Partnership, LLC that is a single-member LLC, C Corporation, or S Corporation. Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(ii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 1. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.
Line 2
If you have a business name, trade name, DGA name, or disregarded entity name, you may enter it on line 2.

Line 3
Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC), If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the “Limited Liability Company” box and enter “P” in the space provided. If the LLC has filed Form 8332 or 2553 to be taxed as a corporation, check the “Limited Liability Company” box and in the space provided enter “C” for C Corporation or “S” for S Corporation. If it is a single-member LLC that is disregarded entity, do not check the “Limited Liability Company” box; instead check the first box in line 3 “Individual/sole proprietor or single-member LLC.”

Line 4, Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.
- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.
- The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.
  1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 403(b)(7)
  2—The United States or any of its agencies or instrumentalities
  3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
  4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
  5—A corporation
  6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
  7—A futures commission merchant registered with the Commodity Futures Trading Commission
  8—A real estate investment trust
  9—an entity registered at all times during the tax year under the Investment Company Act of 1940
  10—a common trust fund operated by a bank under section 584(a)
  11—a financial institution
  12—a middleman in the investment community as a nominee or custodian
  13—A trust exempt from tax under section 664 or described in section 4947(a)(1)

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

1See Form 1099-MISC, Miscellaneous income, and its instructions.

However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following code identifies payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you will leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(57)
B—the United States or any of its agencies or instrumentalities
C—a state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—a corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—a corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—a real estate investment trust
H—a regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—a common trust fund as defined in section 584(a)
J—a bank as defined in section 581
K—a broker
L—a trust exempt from tax under section 664 or described in section 4947(a)(1)
M—a tax exempt trust under a section 403(b) plan or section 457(b) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have a TIN, see How to Get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on this page), enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN.
If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.
Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below,

1. Interest, dividend, and broker exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requestor’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (excluding payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions, you must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account: Give name and SSN of:

1. Individual
   The individual
   The actual owner of the account or, if combined funds, the first individual on the account.

2. Two or more individuals (joint account)
   The minor
   The grantor-trustee

3. Custodian account of a minor (Uniform Gift to Minors Act)
   The actual owner
   The owner
   The grantor

4. a. The usual revocable savings trust (grantor is also trustee)
   b. So-called trust account that is not a legal or valid trust under state law
   c. Sole proprietorship or disregarded entity owned by an individual
   d. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(iii)(A))

For this type of account: Give name and EIN of:

7. Disregarded entity not owned by an individual
   The owner
   Legal entity
   The corporation
   The organization
   The partnership
   The broker or nominee
   The public entity

8. A valid trust, estate, or pension trust
9. Corporation or LLC electroing corporate status on Form 8832 or Form 2553
10. Association, club, religious, charitable, educational, or other tax-exempt organization
11. Partnership or multi-member LLC
12. A broker or registered nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments
14. Grantor trust filing under the Form 1041 Filing Method 1 or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(iii)(B))

1 You must show your individual name and you may also enter your business or DBA name on the “business name/disregarded entity” name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

2 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN,
  • Ensure your employer is protecting your SSN, and
  • Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-829-4408 or submit Form 14039.

For more information, see Publication 4365, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for their PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-382-4388.

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
# Signature Authorization Form

**WASHINGTON STATE MILITARY DEPARTMENT**  
Camp Murray, Washington 98430-5122

*Please read instructions on reverse side before completing this form.*

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>DATE SUBMITTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom County</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION</th>
<th>CONTRACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMPG-2018</td>
<td>E19-072</td>
</tr>
</tbody>
</table>

## 1. Authorizing Authority

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>PRINT OR TYPE NAME</th>
<th>TITLE/TERM OF OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jack Louws</td>
<td>Whatcom County Executive</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

## 2. Authorized to Sign Contracts/Contract Amendments

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>PRINT OR TYPE NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jack Louws</td>
<td>Whatcom County Executive</td>
</tr>
<tr>
<td></td>
<td>Tyler Schroeder</td>
<td>Deputy Executive</td>
</tr>
</tbody>
</table>

## 3. Authorized to Sign Requests for Reimbursement

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>PRINT OR TYPE NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jeff Parks</td>
<td>Undersheriff</td>
</tr>
<tr>
<td></td>
<td>Frances Burkhart</td>
<td>Program Specialist</td>
</tr>
</tbody>
</table>
INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. The payment can be delayed if the request is presented without the proper signature. It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. Authorizing Authority. Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.

2. Authorized to Sign Contracts/Contract Amendments. The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.

3. Authorized to Sign Requests for Reimbursement. Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. This will help prevent delays in processing a request if one person is temporarily unavailable.

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.
Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

<table>
<thead>
<tr>
<th>NAME</th>
<th>Whatcom County</th>
</tr>
</thead>
</table>
| ADDRESS | 311 Grand Avenue  
Bellingham, WA 98225 |

| Applicable Procurement or Solicitation #, if any: | WA Uniform Business Identifier (UBI) 371-010-246 |
| Federal Employer Tax Identification #: | 91-6001383 |

This certification is submitted as part of a request to contract.

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding 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 covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: ____________________________ Date: ____________

Print Name and Title: Jack Louws, Whatcom County Executive
FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:
• had a contract or grant with a federal agency, and
• gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
• Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word “proposal” mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a “lower tier participant”?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.
**FFATA FORM**

**Subrecipent Agency:** Whatcom County  
**Grant and Year:** EMPG-2018  
**Agreement Number:** E19-072

<table>
<thead>
<tr>
<th>Completed by:</th>
<th>Frances Burkhart</th>
<th>Program Specialist</th>
<th>360-778-7161</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date Completed:</strong></td>
<td>STEP 1</td>
<td>STOP, no further analysis needed, GO to Step 6</td>
<td>NO</td>
</tr>
<tr>
<td><strong>Is your grant agreement less than $25,000?</strong></td>
<td>YES</td>
<td>STOP, no further analysis needed, GO to Step 6</td>
<td>NO</td>
</tr>
<tr>
<td><strong>In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?</strong></td>
<td>YES</td>
<td>GO to STEP 3</td>
<td>NO</td>
</tr>
<tr>
<td><strong>In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding?</strong></td>
<td>YES</td>
<td>GO to STEP 4</td>
<td>NO</td>
</tr>
<tr>
<td><em><em>Does the public have access to information about the total compensation</em> of senior executives in your organization?</em>*</td>
<td>YES</td>
<td>STOP, no further analysis needed, GO to Step 6</td>
<td>NO</td>
</tr>
</tbody>
</table>

**STEP 5**

| Executive #1 | Name:  
<table>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Total Compensation amount:</td>
<td>$</td>
</tr>
</tbody>
</table>
| Executive #2 | Name:  
| Total Compensation amount: | $ |
| Executive #3 | Name:  
| Total Compensation amount: | $ |
| Executive #4 | Name:  
| Total Compensation amount: | $ |
| Executive #5 | Name:  
| Total Compensation amount: | $ |

**STEP 6**

If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: For Example: "Our organization received less than $25,000."

Whatcom County received less than 80% of its annual gross revenue from federal funding.

**Signature:**  

**Date:**

* Total compensation refers to:
  - Salary and bonuses
  - Awards of stock, stock options, and stock appreciation rights
  - Other compensation including, but not limited to, severance and termination payments
  - Life insurance value paid on behalf of the employee

**Additional Resources:**
http://www.whitehouse.gov/omb/open
http://www.hrsa.gov/grants/ffata.html
http://www.grants.gov/
FFATA PROVISIONS AND INSTRUCTIONS
For Compliance With The

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below $25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are required by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for each contract for the State’s submission in to the FFATA portal.

ADDITIONAL PROVISIONS

A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than $25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below $25,000 but subsequent grant modifications result in a total subaward equal to or over $25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds $25,000. If the initial subaward equals or exceeds $25,000 but funding is subsequently de-obligated such that the total award amount falls below $25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry.
and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards; and

2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

"Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization as identified in Step 5 of the FFATA Form.
2 CFR Part 200 Subpart F Audit Certification Form
Audits of States, Local Governments, Indian Tribes, and Non-Profit Organizations

<table>
<thead>
<tr>
<th>Contact Information</th>
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<tbody>
<tr>
<td>Subrecipient Name (Agency, Local Government, or Organization): Whatcom County</td>
</tr>
<tr>
<td>Authorized Chief Financial Officer (central accounting office): Jack Louws</td>
</tr>
<tr>
<td>Address: 311 Grand Avenue, Bellingham, WA 98225</td>
</tr>
<tr>
<td>Email: <a href="mailto:jlouws@co.whatcom.wa.us">jlouws@co.whatcom.wa.us</a></td>
</tr>
</tbody>
</table>

**Purpose:** As a pass-through entity of federal grant funds, the Washington Military Department/Emergency Management Division (Department) is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending $750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from the Department as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

**Directions:** As required by 2 CFR Part 200 Subpart F, non-federal entities that expend $750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to these requirements, you must complete Section A of this Form. If your entity is subject to these requirements, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

**SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F**

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):
- [ ] We did not expend $750,000 or more of total federal awards during the fiscal year.
- [ ] We are a for-profit agency.
- [ ] We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

**SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F**

(Complete the information below and check the appropriate box)
- [ ] We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] 09/27/18 for Fiscal Year ending [enter date] 09/27/2018. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: 1022225

- [ ] We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for Fiscal Year ending [enter date]. There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number:

- [ ] Our completed 2 CFR Part 200 Subpart F Audit will be available on _____ [enter date] for Fiscal Year ending ______ [enter date]. We will provide electronic copy of the audit report to contracts.office@mil.wa.gov at that time or provide the state auditor report number:

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

Signature of Authorized Chief Financial Officer: _______________________________ Date: ________________

Print Name & Title: Jack Louws, Whatcom County Executive
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

Originator: AH
Division Head: 
Dept. Head: 
Prosecutor: CDQ
Purchasing/Budget: 
Executive: 
Date Received in Council Office: 10-16-18

OCT 16 2018
WHATCOM COUNTY COUNCIL

Agenda Date: 10-23-18
Assigned to: Executive Session, Council

TITLE OF DOCUMENT:
Discussion regarding a potential easement acquisition for the Flood Control Zone District

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.)

Discussion regarding a potential easement acquisition for the Flood Control Zone District with Public Works staff. (Discussion of this item may take place in executive session (closed to the public pursuant to RCW 42.30.110 (1) (b))

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

216
**TITLE OF DOCUMENT:**
Discussion regarding a potential property acquisition for the Flood Control Zone District

**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.)

Discussion regarding a potential property acquisition for the Flood Control Zone District with Public Works staff. (Discussion of this item may take place in executive session (closed to the public pursuant to RCW 42.30.110 (1) (b))

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
TITILE OF DOCUMENT:
Discussion of Executive proposed 2019-2020 budget

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 of Executive proposed 2019-2020 budget

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

Per the Executive’s Office, the online availability builds off past budgets and provides information in detail for each department, division, and program to provide greater transparency and usability. This information is readily available to the Council and the public through the end of November when the biennial budget is adopted. Additional budget information will be posted on the site when available, including the Executive’s budget message, which is anticipated to be issued on October 18th.
### CLEARANCES

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<th>Council</th>
<th>7/2/2018</th>
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<td>Purchasing/Budget:</td>
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<tr>
<td>Executive:</td>
<td></td>
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**TITLE OF DOCUMENT:**
Discussion of Preliminary Draft Comp Plan and Zoning Code Amendments-Cherry Point

**ATTACHMENTS:**

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

Discussion of preliminary draft Comprehensive Plan and Zoning Code amendments - Cherry Point

### COMMITTEE ACTION:

- 7/10/2018: Discussed and amended
- 7/24/2018: Held in Committee
- 9/11/2018: Held in Committee
- 10/9/2018: Discussed and held in committee

### 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).*
Exhibit A
Whatcom County Comprehensive Plan
Amendments

Amend the Whatcom County Comprehensive Plan (Chapter 2 – Land Use) as follows:

Major Industrial Urban Growth Area / Port Industrial

Cherry Point

The Cherry Point Urban Growth Area (UGA) contains approximately 7,000 acres of industrial land. The land has long been planned and designated by Whatcom County for industrial development and is currently the site of three major industrial facilities including two oil refineries and an aluminum smelter. Together, these three existing industries own about 4,400 acres of the total Cherry Point industrial lands. A fourth large tract of undeveloped land constituting approximately 1,500 acres is designated for industrial development.

Because of the special characteristics of Cherry Point, including deep water port access, rail access, and proximity to Canada, this area has regional significance for the siting of large industrial or related facilities. General Petroleum constructed the Ferndale Refinery in 1954, Alumax/Pechiney/Howmet constructed the Aluminum Smelter in 1966, and the Atlantic Richfield Company constructed the Cherry Point Refinery in 1971. The existing industries in the Cherry Point UGA, which provide significant employment, have produced and shipped refined fossil fuels and other products for decades.

Cherry Point is also important historically and culturally to the Coast Salish people, and part of the usual and accustomed fishing area for five treaty tribes, reserved under the Treaty of Point Elliot of 1855. The Lummi Nation and Western Washington University have identified an ancestral village dating back over 3,000 years ago in this area. The Cherry Point UGA contains sites of primary archeological and cultural significance.

Since the designation of this area for industrial development years ago, newer scientific study of the shoreline ecology has identified Cherry Point’s unique function as part of the Fraser River/Georgia Strait and greater Salish Sea ecosystem and the associated Cherry Point Aquatic Reserve has been designated by the state Department of Natural Resources to recognize the ecological importance of the aquatic lands in this area.

Since adoption of earlier versions of this Comprehensive Plan, governments have increased their recognition of the observed and projected effects that fossil fuel extraction, transportation and use have on human health and the environment.
Policy 2CC-11: It is the policy of Whatcom County to limit the number of industrial piers at Cherry Point to the existing three piers, taking into account the need to:

- Honor any existing vested rights or other legally enforceable agreements for an additional dock/pier;
- Update the Whatcom County Shoreline Master Program to conform with this policy;
- Encourage the continued agency use of best available science;
- Support and remain consistent with the state Department of Natural Resources’ withdrawal of Cherry Point tidelands and bedlands from the general leasing program and the species recovery goals of the Cherry Point Aquatic Reserve designation and Management Plan;
- Recognize federal actions upholding treaty rights;
- Protect traditional commercial and tribal fishing; and
- Prevent conflicts with vessel shipment operations of existing refineries that could lead to catastrophic oil or fuel spills.

Policy 2CC-16: The County will, through applicable permitting processes, shall undertake a study to be completed if possible by December of 2017 to examine existing County laws, including those related to public health, safety, development, building, zoning, permitting, electrical, nuisance, and fire codes, and develop recommendations for legal ways the County may choose to seek to limit the negative impacts on public safety, transportation, the economy, and environment from new or expanded crude oil, coal, liquefied petroleum gases, and natural gas, and radioactive substance exports from the Cherry Point UGA above levels in existence as of March 1, 2017.

To provide clear guidance to current and future county councils on the County’s legal rights, responsibilities and limitations regarding interpretation and application of project evaluation under Section 20.88.130 (Major Projects Permits) of the Whatcom County Code.

The County should consider any legal advice freely submitted to the County by legal experts on behalf of a variety of stakeholder interests, and make that advice publicly available.
• Based on the above study, develop proposed Comprehensive Plan amendments and associated code and rule amendments for Council consideration as soon as possible.

• Until the above mentioned amendments are implemented, The Prosecuting Attorney and/or the County Administration should provide the County Council written notice of all known pre-application correspondence or permit application submittals and notices, federal, state, or local that involve activity with the potential to expand the export of fossil fuels from Cherry Point.

Policy 2CC-17: Policy 2CC-16 shall not limit existing operations or maintenance of existing facilities as of March 1, 2017.

Amend the Whatcom County Comprehensive Plan (Appendix A – Glossary) as follows:

**Hazardous Substance:** Any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical or biological properties described in WAC 173-303-090 and/or 173-303-100.
Exhibit B
Whatcom County Code Title 20 Amendments

Light Impact Industrial (LII) District

Amend WCC 20.66.050, LII Permitted Uses, as follows:

.063 Rail, truck and freight terminals; warehousing and storage; parcel delivery service; freight forwarding; inspection weighing services; and packaging and crating; except that new or expanded crude oil, other unrefined fossil fuel, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

.067 Construction contractors’ business offices and related storage and equipment yards.

.068 Wholesale trade or storage of durable and nondurable goods including automobile parts and supplies; tires and tubes; furniture and home furnishings; lumber and other construction materials; sporting goods, toys and hobby goods; metal service centers and offices; electrical goods; hardware, plumbing and heating equipment; machinery equipment and supplies; jewelry, watches and precious stones; other durable goods; paper and paper products; drugs, proprietaries and sundries; apparel, piece goods and notions; groceries and related products; beer, wine and distilled beverages; waste bottles; waste boxes; rags; waste paper; wiping rags and miscellaneous nondurable goods; provided, however, except that:

(1) Storage or processing of sulphur shall be prohibited. Storage or processing of bulk coal shall be prohibited.

(2) New or expanded crude oil, other unrefined fossil fuel, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

.081 Freight railroad switching yards and terminals; except that new or expanded crude oil, other unrefined fossil fuel, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

Amend WCC 20.66.150, LII Conditional Uses, as follows:

.170 New or expanded transportation, storage, and distribution facilities for crude oil, other unrefined fossil fuel, liquefied petroleum gas, and/or natural gas.

Amend WCC 20.66.200, LII Prohibited Uses, as follows:

.204 Storage or processing of bulk coal.
Heavy Impact Industrial (HII) District

Amend WCC 20.68.050, HII Permitted Uses, as follows:

.054 The following are permitted uses except as otherwise prohibited:

(1) The manufacture and process of paper including pulp, paper and paperboard mills; and building paper and board mill products.

(2) The manufacture and processing of chemicals and allied products including industrial inorganic and organic chemicals; synthetic resins, rubber, fibers and plastic materials; soap, detergents and cleaning preparations; paint, linseed oil, shellac, lacquer and allied products; chemicals from gum and wood; and agricultural chemicals.

(3) Refining and accessory storage of petroleum and asphalt.

On July 10, 2018, the County Council’s Special Committee of the Whole provided direction to continue to allow accessory storage of refined petroleum products (such as gasoline) as a permitted use.

Question: Storage of crude oil for export would require a conditional use permit. Is it Council’s intent to allow new or expanded storage facilities for crude oil that will be refined on-site as a permitted use or require a conditional use permit in the Heavy Impact Industrial zone?

(4) The manufacture and processing of rubber and plastic products.

(5) Leather tanning and finishing.

(6) The manufacture and processing of cement and glass; and concrete, gypsum, plaster, abrasive, asbestos and nonmetallic mineral products.

(7) Primary metal industries including blast furnaces and steel works; mills for primary smelting, secondary smelting, refining, reducing, finishing, rolling, drawing, extruding, and casting of ferrous and nonferrous metals; and the manufacture of miscellaneous metal products.

.059 Bulk commodity storage facilities, and truck, rail, vessel and pipeline transshipment terminals and facilities; except that new or expanded crude oil, other unrefined fossil fuel, liquefied petroleum gas, and natural gas facilities require a conditional use permit. Bulk coal storage facilities are prohibited.

.081 Freight railroad switching yards and terminals; except that new or expanded crude oil, other unrefined fossil fuel, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

.082 Marine port facilities.
WCC 20.68.100, HII Accessory Uses, currently allows:

.105 Other accessory uses and buildings, including security services, customarily appurtenant to a principally permitted use.

Note: No changes are currently proposed to WCC 20.68.105. It is included for informational purposes.

Amend WCC 20.68.150, HII Conditional Uses, as follows:

.170 New or expanded transportation, storage, and distribution facilities for crude oil, other unrefined fossil fuel, liquefied petroleum gas, and/or natural gas.

Amend WCC 20.68.200, HII Prohibited Uses, as follows:

.201 New piers in the Cherry Point Urban Growth Area. Reserved.

.204 Storage or processing of bulk coal.
Public Utilities Chapter

Amend WCC 20.82.030, Conditional Uses in the Public Utilities Chapter, as follows:

20.82.030 Conditional uses.
The following uses shall require a conditional use permit or major project permit and shall be subject to a threshold determination in accordance with the Whatcom County SEPA Ordinance:

(1) Petroleum Pipelines – Pipelines carrying petroleum, petroleum products, and/or liquefied petroleum gas, except for:
   (a) Replacement pipelines in the same right-of-way that do not increase the capacity of the pipelines being replaced, which are permitted.
   (b) Natural gas pipelines, which are regulated as set forth in (2) below.

Transmission pipelines, or pipelines termed a distribution pipeline but having characteristics that fit the definition of a transmission pipeline, carrying petroleum and petroleum products other than natural gas when such pipelines will be located outside the zoning district classified as Heavy Impact Industrial.

(2) Natural Gas Pipelines – Pipelines carrying natural gas, except for:
   (a) Replacement pipelines in the same right-of-way that do not increase the capacity of the pipelines being replaced, which are permitted.
   (b) Distribution lines that provide service directly to customers for consumption, which are permitted.

Regional transmission pipelines for the bulk conveyance of natural gas, or pipelines termed a distribution pipeline but having characteristics that fit the definition of a transmission pipeline. Except for the above conditions, natural gas pipelines which are owned and operated by a gas utility company regulated by the State Utilities and Transportation Commission and which are distribution lines owned by the utility that provide natural gas service directly to county citizens and businesses shall not be considered regional transmission lines.
Major Project Permits Chapter

Amend WCC 20.88.100, Major Project Permits, as follows:

.130 Pursuant to WCC 22.05.120 the hearing examiner shall recommend to the county council project approval, approval with conditions, or denial, based upon written findings and conclusions supported by the evidence of record. The hearing examiner's recommendation and county council’s decision shall determine the adequacy of a major project permit application based on the following criteria:

(1) Will comply with the development standards and performance standards of the zone in which the proposed major development will be located; provided where a proposed major development has obtained a variance from the development and performance standards, standards as varied shall be applied to that project for the purposes of this act.

(2) Where the project is conditionally permitted in the zone in which it is located, the project must satisfy the standards for the issuance of a conditional use permit for the zone in which the project is located.

(3) Will be consistent with applicable laws and regulations.

(4) Will not substantially interfere with the operation of existing uses.

(5) Will be served by, or will be provided with essential utilities, facilities and services necessary to its operation, such as roads, drainage facilities, electricity, water supply, sewage disposal facilities, and police and fire protection. Standards for such utilities, facilities and services shall be those currently accepted by the state of Washington, Whatcom County, or the appropriate agency or division thereof.

(6) Will not impose uncompensated requirements for public expenditures for additional utilities, facilities and services, and will not impose uncompensated costs on other property owned.

(7) Will be appropriately responsive to any EIS prepared for the project.

(8) Will have obtained, if required, a state aquatic lands lease, a federal permit under Section 10 of the Rivers and Harbors Act (for structures in or over navigable waters of the U.S.), and/or a federal permit under Section 404 of the Clean Water Act (for fill into waters of the U.S.) prior to approval of the major project permit.
Amend WCC 20.88.215, Major Project Permit Procedures, as follows:

.215 Procedures. Major project permit Master plan review shall be conducted under current review procedures. Other land use reviews may be conducted concurrently with the major project permit Master plan review.

(a) Any modifications, additions or changes to an approved major project permit Master plan are subject to the following:

(i) Minor changes require approval of the zoning administrator, upon consultation with the technical committee. Minor changes are those amendments which may affect the dimensions, location and type of improvements of facilities; provided, the amendment maintains the basic character of the major project permit application approved by the county council including general type and location of dwellings and other land use activities, arrangement of buildings, density of the development, and provisions of the project to meet density bonus and open space requirements; and provided further, the standards of this chapter are met. Minor changes shall be reviewed for compliance and compatibility with the approved master plan. A determination is made by the director.

(ii) Major changes require approval of the county council. Major changes are those amendments which, in the opinion of the zoning administrator, upon consultation with the technical committee, substantially change the basic land use, design, density, open space or other requirements of the major project permit. No building or other permit shall be issued without prior review and approval of major changes by the county council. Major changes shall be subject to the original procedural application type, subject to the fees as contained in the unified fee schedule.

(iii) Major project permits Master plans may include, as a condition of their approval, a requirement for periodic progress reports and mandatory updates on a predetermined interval.
Definitions Chapter

20.97.434.1 Technical committee.

"Technical committee" or "technical review committee" means the designated representatives of the Whatcom County Planning and Development Services Director, who shall act as chairperson, the Whatcom County Public Works Director, and the Whatcom County Health Department Director.
Exhibit C
Whatcom County Code Title 22 Amendments

Amend WCC 22.05, Project Permit Procedures, as follows:

22.05.110 Final decisions — Type I, II, and III applications.

(1) The director or designee’s final decision on all Type I or II applications shall be in the form of a written determination or permit. The determination or permit may be granted subject to conditions, modifications, or restrictions that are necessary to comply with all applicable codes.

(2) The hearing examiner’s final decision on all Type III applications per WCC 22.05.020 or appeals per 22.05.160(1) shall either grant or deny the application or appeal.

(a) The hearing examiner may grant Type III applications subject to conditions, modifications or restrictions that the hearing examiner finds are necessary to make the application compatible with its environment, carry out the objectives and goals of the Comprehensive Plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.

(b) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.

(c) Insurance Placeholder

(de) The hearing examiner shall render a final decision within 14 calendar days following the conclusion of all testimony and hearings. Each final decision of the hearing examiner shall be in writing and shall include findings and conclusions based on the record to support the decision.

(ed) No final decision of the hearing examiner shall be subject to administrative or quasi-judicial review, except as provided herein.
(fe) The applicant, any party of record or any county department may appeal any final decision of the hearing examiner to superior court, except as otherwise specified in WCC 22.05.020.

22.05.120 Recommendations and final decisions – Type IV applications. Recommended decisions to county council.

(1) For Type IV applications per WCC 22.05.020 the hearing examiner’s recommendations to the county council may be to grant, grant with conditions or deny an application. The hearing examiner’s recommendation may include conditions, modifications or restrictions as may be necessary to make the application compatible with its environment, carry out the objectives and goals of the Comprehensive Plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.

(2) Each recommended decision of the hearing examiner for an application identified as a Type IV application per WCC 20.05.020 shall be in writing to the clerk of the county council and shall include findings and conclusions based upon the record to support the decision. Such findings and conclusions shall also set forth the manner in which the decision carries out and conforms to the county’s Comprehensive Plan and complies with the applicable statutes, ordinances or regulations.

(3) The deliberation of the county council on quasi-judicial actions shall be in accordance with WCC 22.05.090(4) and Chapter 42.36 RCW.

(4) For planned unit developments and major project permits the following shall apply:

(a) The recommendation of the hearing examiner regarding planned unit developments and major project permits shall be based upon the criteria set forth in WCC 20.85.335 and 20.88.130, respectively.

(b) The hearing examiner shall file the recommendation with the clerk of the county council within 21 calendar days following the conclusion of the open record hearing.

(c) The county council shall conduct the following within the specified timeframes, except as provided in subsection (iii):

(i) Hold a public meeting, not an open record public hearing, to deliberate on the project application within 28 calendar days after receiving the hearing examiner’s recommendation.
(ii) Issue a final written decision within 21 calendar days of the public meeting.

(iii) The county council may exceed the time limits in subsection (i) or (ii) if the county council meeting schedule does not accommodate a meeting within the above timeframes, or if the county council makes written findings that a specified amount of additional time is needed to process a specific application or project type, per RCW 36.70B.080(1).

(5) The county council’s final written decision may include conditions when the project is approved and shall state the findings of fact upon which the decision is based.

(a) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.

(b) **Insurance Placeholder**

(6) Any deliberation or decision of the county council shall be based solely upon consideration of the record established by the hearing examiner, the recommendations of the hearing examiner and the criteria set forth in county code.
Exhibit D
Whatcom County Code Title 16 Amendments

Amend WCC 16.08, State Environmental Policy Act (SEPA), as follows:

16.08.121 Preparation of EIS – Greenhouse gas analysis.

If a draft EIS and final EIS or draft and final SEIS is required for new or expanded transportation, storage, or distribution facilities for crude oil, liquefied petroleum gas, or natural gas, the EIS or SEIS shall include a greenhouse gas analysis.
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**TITLE OF DOCUMENT:** Department Updates to Council

**ATTACHMENTS:**

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WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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TITLE OF DOCUMENT:

Whatcom County Comprehensive Plan amendments relating to density credits, purchase of development rights, and transfer of development rights.

ATTACHMENTS:

1. Memorandum
2. Draft Ordinance with Exhibit A
3. Planning Commission Findings
4. Planning Commission Minutes


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

NOTE: Final approval of these amendments would occur as part of concurrent review of comprehensive plan amendments in 2019.

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 Whatcom County Council will consider a proposal to insert the concept of a density credit program into the Whatcom County Comprehensive Plan. A density credit program would allow development incentives, such as increased land use intensity, in exchange for a voluntary contribution towards preserving agricultural lands and open space. The proposal would also amend purchase of development right (PDR) and transfer of development right (TDR) provisions in the Comprehensive Plan.

COMMITTEE ACTION:  COUNCIL ACTION:

Related County Contract #:  Related File Numbers:
County Planning File #  PLN2018-00002

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.

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Memorandum

October 8, 2018

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

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Director

RE: Density Credit Program – Comp Plan Amendments (PLN2018-00002)

The Whatcom County Council adopted a policy in the 2016 Comprehensive Plan update that included convening a multi-stakeholder work group, including the Cities, to examine a variety of transfer of development right (TDR) and purchase of development right (PDR) issues.

In accordance with this policy, the County Executive appointed the Whatcom County TDR/PDR Multi-Stakeholder Work Group in February 2017. The Work Group met a total of 15 times between March 2017 and October 2018. The Work Group issued final recommendations on October 3, 2018.

The primary recommendation of the TDR/PDR Work Group is to transition from a traditional TDR program, which has not worked well in the past, to a density credit program. In a density credit program, a developer voluntarily makes a cash payment (instead of purchasing TDRs) to access development incentives (such as density bonuses). Any cash raised through this program would provide supplemental funding to the County’s PDR program to help protect agricultural and rural areas. The density credit model is a simple and efficient tool that could allow increased development in cities, UGAs, and other designated areas while providing additional funding for purchasing development rights in agricultural and rural areas and, potentially, for city amenities. Therefore, the subject Comprehensive Plan amendments propose a shift in emphasis from a traditional TDR program to a density credit program.

The TDR/PDR Work Group made preliminary recommendations relating to the Whatcom County Comprehensive Plan amendments on March 7, 2018. It was discussed at this March 7 meeting that the Planning Commission may review these preliminary recommendations prior to issuance of the Work Group’s final report.
The County Planning Commission recommended approval of these amendments on July 12, 2018. The TDR/PDR Work Group issued their final recommendations on October 3, 2018, which did not modify their preliminary Comprehensive Plan amendment recommendations from March.

We are now requesting Council review of the amendments and anticipate that the County Council would make a final decision in 2019, when all comprehensive plan amendments are reviewed concurrently.

Thank you for your consideration of this matter. We look forward to discussing it with you.
ORDINANCE NO. ________________________

ADOPTING AMENDMENTS TO THE WHATCOM COUNTY COMPREHENSIVE PLAN RELATING TO DENSITY CREDITS, PDRs, AND TDRs

WHEREAS, The Whatcom County Transfer of Development Right (TDR)/Purchase of Development Right (PDR) Multi-Stakeholder Work Group issued recommendations on the proposed amendments; and

WHEREAS, The Whatcom County Planning Commission held a public hearing and issued recommendations on the proposed amendments; and

WHEREAS, The County Council considered the TDR/PDR Multi-Stakeholder Work Group and Planning Commission recommendations; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. The subject amendments relate to the following Chapters of the Whatcom County Comprehensive Plan:
   a. Chapter 2 - Land Use;
   b. Chapter 3 – Housing;
   c. Chapter 8 – Resource Lands; and
   d. Chapter 10 – Environment.

2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on April 4, 2018.

3. A Determination of Non-Significance was issued by the SEPA Responsible Official on May 21, 2018.

4. Notice of the Planning Commission hearing for the subject amendments was posted on the County website on June 26, 2018.
5. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on June 29, 2018.

6. Notice of the Planning Commission hearing and that the proposal had been posted on the County website was sent to citizen, media, and others on the County’s e-mail list.

7. The Planning Commission held a public hearing on the subject amendments on July 12, 2018.

**Comprehensive Plan Approval Criteria**

8. The criteria of Whatcom County Code (WCC) 22.10.060, shown below, must be satisfied in order to approve a comprehensive plan amendment. 

   a. The amendment conforms to the requirements of Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

   b. Further studies made or accepted by the department of planning and development services indicate changed conditions that show a need for the amendment.

   c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

      i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.

      ii. The anticipated effect upon the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

      iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.

   d. The amendment does not include or facilitate spot zoning.
Intergovernmental Coordination / Public Participation

9. Growth Management Act (GMA) planning goals are set forth in RCW 36.70A.020. The GMA citizen participation and coordination planning goal is to “Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts” (RCW 36.70A.020(11)).

10. The Whatcom County Council adopted a policy in the Comprehensive Plan in the 2016 update which included convening a multi-stakeholder work group, including the Cities, to examine a variety of transfer of development right (TDR) and purchase of development right (PDR) issues.

11. The County Executive appointed the Whatcom County TDR/PDR Multi-Stakeholder Work Group in February 2017. This Work Group issued recommendations to amend the Whatcom County Comprehensive Plan on October 3, 2018.

Growth Management Act / County Comprehensive Plan

12. GMA planning goal # 1 is to “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner” (RCW 36.70A.020(1)). Under the GMA, urban growth areas (UGAs) have been designated pursuant to RCW 36.70A.110.

13. GMA planning goal # 2 is to “Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development” (RCW 36.70A.020(2)).

14. GMA planning goal # 8 is to “Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses” (RCW 36.70A.020(8)).

15. GMA planning goal # 9 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” (RCW 36.70A.020(9)).

16. The subject amendments insert the concept of a density credit program in the Whatcom County Comprehensive Plan.

17. Density credits allow development incentives, such as 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 access incentives specifically set forth in the zoning code.
18. The GMA also requires internal consistency within a comprehensive plan (RCW 36.70A.070).

19. 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.

20. 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. ...

21. 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).
22. Whatcom County Comprehensive Plan Goal 2F is to “Make use of incentive programs that can effectively encourage achievement of land use goals.” Policy 2F-3 is to “Revise regulations to include incentive programs.”

23. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by seeking to concentrate urban levels of growth in UGAs, increase density, allow smaller lots, and provide creative options for developers in a UGA.

24. 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 helping to preserve rural character and agricultural lands.

25. In the past, the Agricultural Purchase of Development Rights Program has received matching funds (primarily from the federal government). Therefore, the potential exists to leverage additional matching funds with dollars from the new density credit program.

26. The subject amendments address a density credit program, providing incentive provisions that are entirely optional. A developer may choose to develop at the existing base densities allowed by a given zoning district. Alternatively, a developer may choose to utilize the incentives that allow increased land use intensity on a site through the purchase of density credits.

27. The subject amendments are internally consistent with the goals and policies of the Whatcom County Comprehensive Plan by promoting a voluntary program that would allow incentives, such as increased land use intensity, in designated areas while contributing to preservation of rural and agricultural lands.

**County-Wide Planning Policies**

28. Countywide Planning Policies include the following:

- **C-5** Urban Growth areas should be established in a way that preserves agricultural land, forestry, mineral resources, water resources, and critical areas. Urban growth shall maintain proper buffers from natural resource areas to minimize conflicts with natural resources and industries based on them.

- **D-4** Existing cities should absorb additional population at a range of densities appropriately responsive to the city's community vision before extending city Urban Growth Areas into areas where growth would adversely impact critical areas and resource lands. . .
D-5 All cities should grow in an efficient manner while maintaining their character and, where reasonable, shall provide for adequate open space between cities to prevent strip development.

D-6 Cities should be encouraged to provide positive incentives for in-fill.

E-2 Non-city urban growth areas, for already urbanized unincorporated residential areas shall be encouraged to infill in a way that will facilitate efficient provision of facilities and services consistent with the scale of development.

H-1 Adequate open space is vital to the quality of life and sense of place in Whatcom County. The county, cities, Port of Bellingham, and other appropriate jurisdictions should coordinate protection of linked greenbelts, within and between Urban Growth Areas, parks, and open space to protect wildlife corridors and to enhance recreational opportunities, public access and trail development.

H-3 The county and the cities shall encourage, to the extent it is feasible, separation of Urban Growth Areas through planning, zoning, development regulations, open space purchase, conservation easements and other mechanisms which may be appropriate. Also, an array of incentives such as density bonuses, design flexibility and transferable development rights shall be offered to affected land owners.

I-9 The County and the cities recognize the need for the protection and utilization of natural resources and resource lands including agricultural, mineral, forestry and fishing. As part of a broad based economy, productive timber, agriculture and fisheries industries should be supported in a sustainable manner.

29. The density credit policies would encourage increased densities in urban areas and contributions towards preservation of rural and agricultural lands.

**Interlocal Agreements**

30. Whatcom County and cities have interlocal agreements that address TDRs, PDRs, and in lieu fee programs. The subject amendments do not conflict with these interlocal agreements.

**Further Studies/Changed Conditions**

31. The Whatcom County TDR/PDR Multi-Stakeholder Work Group Final Report was issued on October 3, 2018
32. The primary recommendation in the TDR/PDR Multi-Stakeholder Work Group Final Report (October 2018) is to transition from a traditional TDR program, which has not worked well in the past, to a density credit program. In a density credit program, a developer pays cash to receive development incentives instead of purchasing TDRs. The cash can provide supplemental funding to protect agricultural and rural areas. The density credit model is a simple and efficient tool that could allow increased development in cities, UGAs, and other designated areas while providing additional funding for purchasing development rights in agricultural and rural areas and, potentially, for city amenities.

Public Interest

33. The public interest will be served by approving the amendment.

a. The density credit program would encourage development in UGAs, thereby potentially facilitating population growth in these areas as envisioned in the Comprehensive Plan.

b. Prior to actual development, review would be conducted to ensure that service providers are able to provide adequate services and public facilities.

c. The density credit program is intended to conserve designated agricultural lands, as envisioned in the Comprehensive Plan.

Spot Zoning

34. The subject Comprehensive Plan amendments do not include nor facilitate spot zoning.

CONCLUSION

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Whatcom County Comprehensive Plan is hereby amended as shown on Exhibit A.

Section 2. 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 ______________, 2019.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

________________________________________  ______________________________________
Dana Brown-Davis, Council Clerk              Rud Browne, Chairperson

APPROVED as to form:

( ) Approved    ( ) Denied

________________________________________  ______________________________________
Civil Deputy Prosecutor                       Jack Louws, Executive

Date: ____________________

Page 8 of 8
Chapter 2 (Land Use)

Policy 2A-14: Maintain a density credit program to incentivize increased land use intensity in designated areas and decrease residential density in agricultural and rural areas by authorizing density credits. Density credits allow development incentives, such as 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.

Strive to establish by December 2017 a clear, predictable, and fair process for allowing expansion of urban growth areas that considers reasonable measures to mitigate the impacts of residential development in rural lands, agricultural areas (broadly defined), and sensitive watersheds. This process should include:

1. Consultation with a focus group of potential TDR/PDR users in the building industry.

2. Convening a multi-stakeholder work group, including the Cities, tasked with:
   - Reviewing the current TDR and PDR programs.
   - Identifying political, financial, and regulatory barriers to effective TDR and PDR programs.
   - Identifying opportunities and solutions for creating a workable TDR program.
   - Identifying mechanisms to create a PDR fund that could be used to protect important agricultural and rural lands.
   - Recommending policy and regulatory amendments necessary to implement the above policy.
   - Identifying proposed sending areas in critical areas, the Agricultural Zone, and the Rural Study Areas.
   - Identifying receiving areas.
• Identifying other factors and/or growth management tools.

• Exchangeable development rights that have economic value, with the potential for multiple methods of assigning and converting value.

• Interlocal agreements that grant economic value to exchangeable development rights and that insure development rights can be used in receiving areas.

3. Based upon the findings of the multi-stakeholder work group, consider strategies that could require purchase, transfer or otherwise incentivize removal of potential development rights from rural or resource lands in exchange for UGA expansions and other upzones.

Rationale: In November 2017, the Whatcom County Council adopted a density credit program applicable to portions of the Birch Bay UGA (Ordinance 2017-062). The proposed Comprehensive Plan amendments would shift the emphasis in County Policy from a traditional TDR program, which has not worked well over the years, to the density credit program. Advantages of a density credit program, compared to a traditional TDR program, include:

• Developers know the cost up front;
• Developers do not have to find and negotiate with a willing TDR seller(s);
• Local government can use the cash on their highest preservation priorities (rather than the developer choosing where to buy TDRs within the sending area);
• The cash can be utilized in an existing PDR program (and the cash may be part of local matching funds used to leverage additional federal funding);
• Simplifies administration of the program. Reduces the time and resources needed to administer the program;
• Provides similar benefits as a traditional TDR program; and
• Jurisdictions don’t need to determine sending/receiving area ratios.


Additionally, the TDR/PDR Multi-Stakeholder Work Group will issue recommendations in 2018. It is anticipated that the County Council will make a final decision on these Comprehensive Plan amendments in 2019, after the Work Group completes its work.
Policy 2F-4: Review and adopt, where appropriate, incentive programs such as cluster-density bonuses in urban growth areas in association with the density credit program, purchase of development rights, transfer of development rights, and tax deferrals.

Rationale: This change incorporates a reference to the density credit program. New density bonus provisions in UGAs, if priced appropriately, can provide a win-win situation where a developer has the potential for increased profit while simultaneously contributing to the removal of development rights in rural or agricultural areas through the County’s PDR program.

Policy 2H-2: Establish incentive programs such as cluster-density bonuses in urban growth areas in association with the density credit program; and purchase of development rights, and voluntary, workable transfer of development—rights,—where appropriate, to compensate property owners if rights are unduly infringed.

Rationale: This change reflects the proposed shift in emphasis from the traditional TDR program to the density credit program.

Policy 2N-3: Consider development incentives, such as density bonuses, in cities and UGAs in association with the density credit program, as receiving areas for development rights transferred from sending areas. Encourage cities to consider development incentives in association with a cooperative City-County density credit program.

Rationale: This change reflects the proposed shift in emphasis from the traditional TDR program to a density credit program. It also encourages cities to establish density credit programs in conjunction with the County.

Policy 2U-5: Review and update the interlocal agreement with Bellingham, prior to expiration of the current interlocal agreement, to provide for:

- Coordinated growth management and capital facility planning;
- timing and provision of utility services and other urban services;
- timing and procedures to be used for review of adequate land supply;
- timing of annexations;
- revenue sharing formulas prior to and after annexation;
- development standards and regulations;
• joint City/County review of development proposals in the UGA;
• affordable housing; and
• a density credit program and/or transfer of development rights within the City of Bellingham.

Rationale: The existing interlocal agreement between Whatcom County and the City of Bellingham is valid through the year 2022. When the interlocal is updated in 2022, it should reference a density credit program. The City of Bellingham already has a fee in lieu program (City Resolution 2009-024), which is essentially the same as a density credit program. This policy also recognizes that TDRs from the Lake Whatcom Watershed have been certified in the past. Therefore, the reference to TDRs should be maintained until all of these development rights have been utilized/extinguished.

Policy 2U-7: Whatcom County and Bellingham should designate areas that can accommodate density bonuses in association with a density credit program and/or receiving areas within the City of Bellingham and its UGA for Transfer of Development Rights from the Lake Whatcom Watershed.

Rationale: The City of Bellingham already has a fee in lieu program (City Resolution 2009-024), which is essentially the same as a density credit program. This policy also recognizes that TDRs from the Lake Whatcom Watershed have been certified in the past. Therefore, the reference to TDRs should be maintained until all of these development rights have been extinguished.

Policy 2DD-10: Adopt and maintain incentive programs, such as purchase of development rights, the density credit program, transfer of development rights, and tax deferrals, to achieve desired land use policies in rural areas and in areas where there are compelling reasons to do so.

Rationale: This change reflects the proposed shift in emphasis from the traditional TDR program to the density credit program.

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 in association with the density credit program, cluster development, and acquisition of easements.

Rationale: This change reflects the proposed shift in emphasis from the traditional TDR program to the density credit program. New density bonus provisions in UGAs, if priced appropriately, can provide a win-win situation where a developer has the potential for increased profit while simultaneously contributing to the removal of development rights in rural or agricultural areas through the County’s PDR program.
Policy 2UU-6: Improve public access to shorelines and other lands using such mechanisms as purchase or transfer of development rights, density bonuses within UGAs in association with the density credit program, and open space tax status.

Rationale: Same as rationale for Policy 2UU-4 above.

Chapter 3 (Housing)
 Policy 3F-1: Include incentives in land use regulations, in UGAs and in Planned Unit Developments (PUDs), to offset the reduced profit inherent in more affordable types of housing. Incentives might include transfer of development rights, density bonuses, fee waivers, expedited permit review, and/or infrastructure concessions to protect developers wherever special needs populations are specifically served.

Rationale: This change reflects the shift away from a traditional TDR.

Chapter 8 (Resource Lands)
 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:

- Maintenance of 100,000 acres of agricultural land to support a healthy agricultural industry.
- A density credit program where development incentives are offered in cities and/or UGAs if density credits are purchased by the developer. Funds from the density credit program would supplement the existing Purchase of Development Rights (PDR) program funding. Workable transfer of development rights program (TDR) in which the development potential of a site could be transferred to another location where development is more favorable.
- The workable TDR program shall give priority to the creation of economically viable receiving areas.

Rationale: This change reflects the proposed shift in emphasis from the traditional TDR program to the density credit program. It recognizes that monies taken in through the density credit program would go towards reducing development potential in areas suitable for agriculture.
• Developing a marketplace approach to strengthening agricultural practices while enhancing larger-scale watershed processes and functions by identifying feasible opportunities on agricultural land to improve both watershed health and agricultural viability and developing incentives and tools to compensate farmers for actions that exceed minimum regulatory standards.

• 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.

• Incentives and cooperation between landowners and public agencies such as the use of the current use tax assessment provisions.

• Implementing land use policies that encourage farming on Rural lands of high agricultural productivity and potential.

• Discouraging conversion of designated agricultural lands to non-agricultural uses.

• Track acres lost due to conversion, development, or policy implementation such as critical areas ordinance, so mitigation strategies can be implemented to offset the acres lost.

• Education and marketing of programs that emphasize recognition of the local and regional significance of agricultural land as a natural resource and the economic, social and ecological benefits it provides.

• Working cooperatively with local farmers and coordinating with local and state agencies to address water quality impacts of agricultural activities on local streams and groundwater.

• Securing an adequate, sustainable, and legal supply of irrigation water sufficient to support the long-term viability of the local agricultural industry.

• Identify and evaluate any new or changed zoning or comprehensive plan agricultural lands of long term commercial significance designations as needed or warranted for the Rural Study Areas.

• Economic development assistance to agricultural-related enterprises.

• Recognize regulatory impacts and encourage farm friendly regulations.

Chapter 10 (Environment)
Policy 10C-3: Emphasize an approach to environmental protection by encouraging the use of conservation easements, open space taxation, land acquisition, purchase/voluntary, workable transfer of development rights, the density credit program, and other mechanisms that assist affected property owners.

Rationale: This change reflects the proposed shift in emphasis from the traditional TDR program to the density credit program.
Policy 10E-6: Maintain a comprehensive program of regulatory and non-regulatory mechanisms to achieve Natural Hazard goals and policies. This program should include such mechanisms as education, tax incentives, zoning, land use regulations, conservation easements, purchase of development rights, transfer of development rights, and public acquisition.

Rationale: This change reflects the shift away from a traditional TDR. It does not reference the density credit program, because funds from density credits will go towards preserving rural and agricultural lands and are not specifically targeted towards naturally hazardous areas.

Policy 10L-16: Consider establishing important habitat areas (as set forth in best available science and Wildlife Advisory Committee recommendations) in the Purchase of Development Rights Program Guidelines site evaluation criteria, as sending areas after creating a voluntary, workable transfer of development rights (TDR) program.

Rationale: This change reflects the shift away from a traditional TDR. It also recognizes that the existing PDR Program Guidelines “site evaluation” criteria include conservation values such as wildlife habitat.

Policy 10P-17: Consider establishing the Drayton Harbor Watershed as an area for directed PDR investments and encourage the cities of Blaine and Ferndale to establish density credit programs that provide funding to the County PDR program sending area when considering a transfer of development rights (TDR) program.

Rationale: This change reflects the proposed shift in emphasis from the traditional TDR program to the density credit program. It also encourages a cooperative effort between the County and cities that would provide developer incentives in the cities while reducing development potential in the rural and/or agricultural areas of the Drayton Harbor Watershed.
WHATCOM COUNTY
PLANNING COMMISSION

Density Credit Program
Comprehensive Plan Amendments

FINDINGS OF FACT AND REASONS FOR ACTION

Background Information

1. The subject proposal amends the following Chapters of the Whatcom County Comprehensive Plan:
   a. Chapter 2 - Land Use;
   b. Chapter 3 – Housing;
   c. Chapter 8 – Resource Lands; and
   d. Chapter 10 – Environment.

2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on April 4, 2018.

3. A Determination of Non-Significance was issued by the SEPA Responsible Official on May 21, 2018.

4. Notice of the Planning Commission hearing for the subject amendments was posted on the County website on June 26, 2018.

5. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald on June 29, 2018.

6. Notice of the Planning Commission hearing and that the proposal had been posted on the County website was sent to citizen, media, and others on the County’s e-mail list.

7. The Planning Commission held a public hearing on the subject amendments on July 12, 2018.
Comprehensive Plan Approval Criteria

8. The criteria of Whatcom County Code (WCC) 22.10.060, shown below, must be satisfied in order to approve a comprehensive plan amendment.

a. The amendment conforms to the requirements of Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

b. Further studies made or accepted by the department of planning and development services indicate changed conditions that show a need for the amendment.

c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

   i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.

   ii. The anticipated effect upon the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

   iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.

d. The amendment does not include or facilitate spot zoning.

Intergovernmental Coordination / Public Participation

9. Growth Management Act (GMA) planning goals are set forth in RCW 36.70A.020. The GMA citizen participation and coordination planning goal is to “Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts” (RCW 36.70A.020(11)).

10. The Whatcom County Council adopted a policy in the Comprehensive Plan in the 2016 update which included convening a multi-stakeholder work group, including the Cities, to examine a variety of transfer of development right (TDR) and purchase of development right (PDR) issues.

Growth Management Act / County Comprehensive Plan

12. GMA planning goal #1 is to “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner” (RCW 36.70A.020(1)). Under the GMA, urban growth areas (UGAs) have been designated pursuant to RCW 36.70A.110.

13. GMA planning goal #2 is to “Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development” (RCW 36.70A.020(2)).

14. GMA planning goal #8 is to “Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses” (RCW 36.70A.020(8)).

15. GMA planning goal #9 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” (RCW 36.70A.020(9)).

16. The subject amendments insert the concept of a density credit program in the Whatcom County Comprehensive Plan.

17. Density credits allow development incentives, such as 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 access incentives specifically set forth in the zoning code.

18. The GMA also requires internal consistency within a comprehensive plan (RCW 36.70A.070).

19. 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.

20. 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...

21. 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).

22. Whatcom County Comprehensive Plan Goal 2F is to “Make use of incentive programs that can effectively encourage achievement of land use goals.” Policy 2F-3 is to “Revise regulations to include incentive programs.”

23. The subject amendments further the goals and policies of the Whatcom County Comprehensive Plan by seeking to concentrate urban levels of growth in UGAs, increase density, allow smaller lots, and provide creative options for developers in a UGA.

24. 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 helping to preserve rural character and agricultural lands.

25. In the past, the Agricultural Purchase of Development Rights Program has received matching funds (primarily from the federal government). Therefore, the potential exists to leverage additional matching funds with dollars from the new density credit program.
26. The subject amendments address a density credit program, providing incentive provisions that are entirely optional. A developer may choose to develop at the existing base densities allowed by a given zoning district. Alternatively, a developer may choose to utilize the incentives that allow increased land use intensity on a site through the purchase of density credits.

27. The subject amendments are internally consistent with the goals and policies of the Whatcom County Comprehensive Plan by promoting a voluntary program that would allow incentives, such as increased land use intensity, in designated areas while contributing to preservation of rural and agricultural lands.

**County-Wide Planning Policies**

28. Countywide Planning Policies include the following:

C-5 Urban Growth areas should be established in a way that preserves agricultural land, forestry, mineral resources, water resources, and critical areas. Urban growth shall maintain proper buffers from natural resource areas to minimize conflicts with natural resources and industries based on them.

D-4 Existing cities should absorb additional population at a range of densities appropriately responsive to the city's community vision before extending city Urban Growth Areas into areas where growth would adversely impact critical areas and resource lands. . .

D-5 All cities should grow in an efficient manner while maintaining their character and, where reasonable, shall provide for adequate open space between cities to prevent strip development.

D-6 Cities should be encouraged to provide positive incentives for in-fill.

E-2 Non-city urban growth areas, for already urbanized unincorporated residential areas shall be encouraged to infill in a way that will facilitate efficient provision of facilities and services consistent with the scale of development.

H-1 Adequate open space is vital to the quality of life and sense of place in Whatcom County. The county, cities, Port of Bellingham, and other appropriate jurisdictions should coordinate protection of linked greenbelts, within and between Urban Growth Areas, parks, and open space to protect wildlife corridors and to enhance recreational opportunities, public access and trail development.

H-3 The county and the cities shall encourage, to the extent it is feasible, separation of Urban Growth Areas through planning, zoning, development regulations, open space purchase, conservation easements and other mechanisms which may be appropriate. Also, an array of incentives such as density bonuses, design
flexibility and transferable development rights shall be offered to affected land owners.

I-9   The County and the cities recognize the need for the protection and utilization of natural resources and resource lands including agricultural, mineral, forestry and fishing. As part of a broad based economy, productive timber, agriculture and fisheries industries should be supported in a sustainable manner.

29. The density credit policies would encourage increased densities in urban areas and contributions towards preservation of rural and agricultural lands.

Interlocal Agreements

30. Whatcom County and cities have interlocal agreements that address TDRs, PDRs, and in lieu fee programs. The subject amendments do not conflict with these interlocal agreements.

Further Studies/Changed Conditions

31. The Whatcom County TDR/PDR Multi-Stakeholder Work Group has been working on TDR, PDR, and density credit issues since 2017.

32. A preliminary recommendation of the TDR/PDR Work Group is to transition from a traditional TDR program, which has not worked well in the past, to a density credit program. In a density credit program, a developer pays cash to receive development incentives instead of purchasing TDRs. The cash can provide supplemental funding to protect agricultural and rural areas. The density credit model is a simple and efficient tool that could allow increased development in cities, UGAs, and other designated areas while providing additional funding for purchasing development rights in agricultural and rural areas and, potentially, for city amenities.

Public Interest

33. The public interest will be served by approving the amendment.

a. The density credit program would encourage development in UGAs, thereby potentially facilitating population growth in these areas as envisioned in the Comprehensive Plan.

b. Prior to actual development, review would be conducted to ensure that service providers are able to provide adequate services and public facilities.

c. The density credit program is intended to conserve designated agricultural lands, as envisioned in the Comprehensive Plan.
Spot Zoning

34. The subject Comprehensive Plan amendments do not include nor facilitate spot zoning.

CONCLUSIONS

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

RECOMMENDATION

Based upon the above findings and conclusions, staff recommends approval of:

Exhibit A, Whatcom County Comprehensive Plan amendments.

WHATCOM COUNTY PLANNING COMMISSION

Nicole Oliver, Chair

Becky Boxx, Secretary

Date 9/27/18

Commissioners present at the July 12, 2018 meeting when the vote was taken: Gary Honcoop, Stephen Jackson, Kimberly Lund, Jon Maberry, Natalie McClendon, Dominic Moceri, and Nicole Oliver.

Vote: Ayes: 7, Nays: 0, Abstain: 0, Absent: 2. Motion carried to adopt the above amendments.
Planning Commission Exhibit A

is attached to the proposed Ordinance.
Call To Order: The meeting was called to order, by Whatcom County Planning Commission Chair, Nicole Oliver, in the Whatcom County Northwest Annex at 6:30 p.m.

Roll Call
Present: Nicole Oliver, Natalie McClendon, Gary Honcoop, Dominic Moceri, Stephen Jackson, Jon Maberry, Kim Lund
Absent: Kelvin Barton, Atul Deshmane

Staff Present: Mark Personius, Matt Aamot, Becky Boxx

Department Update
Mark Personius updated the commission on the following:
• The County Council actions
• The Planning Commission schedule

Open Session for Public Comment
There was no public comment.

Commissioner Comments
There were no commissioner comments.

Approval of Minutes
June 14, 2018: Commissioner Jackson moved to approve the minutes as written. Commissioner Lund seconded. The motion carried.

Public Hearing
File #PLN2018-00002: A proposal to insert the concept of a density credit program into the Whatcom County Comprehensive Plan. A density credit program would allow development incentives, such as increased land use intensity, in exchange for a voluntary contribution towards preserving agricultural lands and open space. The proposal would also delete many of the references to transfer of development rights (TDRs) in the Comprehensive Plan.

Matt Aamot presented the staff report.

Some form of the Transfer of Development Rights (TDR) has existed, in the zoning code, since 1982. In the 1990’s and 2000’s codes were enacted to try and get the TDR program going but it never got off of the ground. 247 development rights have been certified. Only 18 development rights have been transferred from one property to another.
The county also has a Purchase of Development Rights (PDR) program that was enacted in 2002. The PDR program’s main source of local funding is the Conservation Futures property tax. It is also eligible for federal and state matching funds. Over the last 16 years 130 development rights have been purchased from agricultural and rural lands and there are conservation easements on about 919 acres. The PDR program has been more effective than the TDR program over the years.

The County Council adopted a new policy in the 2016 Comprehensive Plan update. It says: convene a multi-stakeholder workgroup to review the existing TDR and PDR programs and make recommendations for the future. This new policy specifically mentions that cities would be represented on the work group as they are seen as important partners in this process.

In February, 2017 the County Executive appointed 14 members to the work group, representing a variety of interests. The work group has met 14 times, between March 2017 and June 2018. They have developed preliminary recommendations. They will meet again, in the fall, after a summer break, in order to finalize those recommendations.

One of the primary, preliminary recommendations of the work group is to transition from a traditional TDR program, which has not worked that well in the past, to a density credit program which would provide supplemental funding to the county’s PDR program.

Based upon this recommendation staff proposed a number of amendments to the Comprehensive Plan which were reviewed by the work group in January and March. On March 7th the work group gave preliminary approval to the draft Comprehensive Plan policies.

What is a density credit program? It is a voluntary incentive program. There is no obligation for a developer to use it. It is a method for developers or land owners to acquire density bonuses or other incentives, in designated areas, without the need to rezone. It would supplement existing funding for preservation of agricultural and rural lands.

In 2017 the Planning Commission reviewed and the County Council approved the first density credit zoning code provisions in the Birch Bay Resort Commercial zone. In that zone a land owner could potentially increase the density, for single family development, from 7 units per acre to 14 units per acre through the planned unit development process if they purchase density credits. Each density credit purchased would allow 1 additional dwelling unit on the property. In the county’s Unified Fee Schedule a fee was set of $4000 per density credit.

A density program has several advantages. One of them is that developers know upfront what the cost is and don’t have to spend the time negotiating with TDR sellers. The county can then use those funds on its highest priority preservation areas. Cash
can be used in the existing PDR program so we don’t have to reinvent the wheel. The potential exists to leverage matching funds from federal and state governments.

While the TDR/PDR workgroup recommends focusing on the density credit model in the future, they also recommended retaining the existing TDR program. While it is not used that often there are 247 certified rights, most of which have not been transferred. The county would continue to recognize these rights.

Staff recommends approval of the proposed amendments.

Commissioner McClendon asked if there would be code amendments to go along with the Comprehensive Plan amendments.

Mr. Aamot stated there will be zoning code amendments in the future. This is just the first step of implementation.

Commissioner McClendon asked why the Planning Commission is having a hearing on this now when the work group has not completed its recommendations.

Mr. Aamot stated because this proposal is part of the yearly Comprehensive Plan docket. The review of this docket needs to be done by the end of the year. The work group will not be meeting again until October which does not leave much time for the commission to look at this later. The work group is fine with the commission looking at it now.

The hearing was opened to the public.

Patrick Alesse, Whatcom County: Birch Bay is an area that is served by a water and sewer district. Because the area has this is can grow densely. A lot of the Birch Bay area is wetlands which is a resource that can’t be built on. In Birch Bay it seems that someone should be able to transfer a resource to someone else who wants to build at Birch Bay. The money for development at Birch Bay should stay at Birch Bay to perhaps build a park. There is an area near wetlands, about six acres, that someone is planning on putting 46 units on. People have said that with the sea rise there can’t be that much density there. He should be able to sell his units and build at higher levels. We have a situation where urban areas are sending its money resources to rural areas which did not sit well with him.

The public hearing was closed.

Commissioner Honcoop asked how the cities will be integrated into this process.

Mr. Aamot stated the City of Bellingham already has a TDR/PDR program. They had the first significant use of their TDR program, last year, on Telegraph Road. They had a site that would allow 35 units and the developer purchased 48 additional units for $5,000 each. That money went to Lake Whatcom watershed preservation. The small cities do not have any programs. The county does have interlocal agreements stating
the cities will work on this issue. The cities have had a somewhat cautious approach to this. They have agreed to talk about it. Part of their concern is money leaving the city.

Ralph Black-local developer and chair of the work group: There will be some difficulty meshing different city’s priorities into the program. There are things the county can directly influence the rest will be done through interlocal agreements. Bellingham is most advanced in this process as they have been doing it for a while. They basically have a cash-in-lieu-of program which works in conjunction with two different parts of their program.

Mr. Aamot stated the county PDR administrator would like to integrate environmental preservation and recreation into the program. Some of the cities like that idea of using the money for trails, etc. near their jurisdictions.

Mr. Black stated a lot of the cities have urban growth areas (UGAs) where they have not allowed extension of services without getting annexed. At one point Bellingham allowed a TDR program by using density transfers as ways of extending services into their UGA. There are other creative solutions that may benefit the small cities. The GMA does not prohibit extending services outside of the UGAs provided you are providing water at a rural service level.

Commissioner Lund stated the one advantage to the TDR program is it is less immune to the economics of real estate prices whereas $4000 is a set price.

Mr. Aamot stated the County Council set the price, based on recommendations of the working group and the price can be changed, on an annual basis, if needed.

Commissioner Honcoop asked where staff sees this being used in the county.

Mr. Aamot stated they are hoping to work with the small cities. He sees it being used in the Birch Bay UGA and also used for accessory dwelling units. Right now the size of an accessory dwelling unit is 1, 248 square feet and it could be raised by 500 square feet per unit if using density credits. Another requirement of accessory dwelling units is that the landowner has to live in one of the units. An option is to delete this requirement. Currently a maximum density in the R5A zone is five acres. This could be reduced to 2.5 acres with density retired someplace else.

Commissioner Honcoop stated his concerns regarding the timing of this process as the working group has not finalized their recommendations.

Commissioner Oliver asked how much funding has been spent on the PDR program and how is it being monitored.

Mr. Aamot stated the County Council looks at the funds through the budget process. The Conservation Futures fund takes in a bit over one million dollars per year. The budget process breaks down what is spent every year.
Mr. Personius stated the PDR administrator has been very successful in getting matching funds to purchase properties so not as much county money is used.

Commissioner Oliver asked what other things the Conservation Futures money is used for.

Mr. Personius stated the majority of it is used for parks.

**Commissioner McClendon moved to recommend approval of Exhibit A and the Findings of Fact.**

**Commissioner Moceri seconded.**

**Roll Call Vote: Ayes-Honcoop, Jackson, Lund, Maberry, McClendon, Moceri, Oliver; Nays-0; Abstain-0; Absent: Barton, Deshmane. The motion carried.**

File #PLN2018-00003: A proposal to repeal the Cherry Point Ferndale Subarea Plan, which was adopted in 1981. The proposal would also amend related provisions in the Whatcom County Comprehensive Plan and the Whatcom County Zoning Code.

Matt Aamot presented the staff report.

The Cherry Point/Ferndale Subarea Plan was adopted in 1981. At that time the new Title 20 zoning would be applied to each subarea as it was adopted. When the county’s Comprehensive Plan was adopted, in 1997, it included text, goals and policies relating to the Cherry Point industrial area. The Cherry Point UGA section of the Comprehensive Plan was most recently updated in 2017. The area around Ferndale is also covered by the subarea plan. The county’s Comprehensive Plan contains text, goals and policies relating to the Ferndale UGA. These were last updated in 2016. The subarea plan also includes rural lands which have been subject to a high level of scrutiny because of legal challenges to the county’s rural element. These policies were updated in 2016.

The Growth Management Act (GMA) states that a comprehensive plan may include, when appropriate, subarea plans, each of which is consistent with the comprehensive plan. Subarea plans are optional under the GMA.

There are a number of inconsistencies between the subarea plan and the comprehensive plan. The subarea plan’s population projections go through the year 2000 whereas the comprehensive plan’s projection goes through the year 2036. The subarea plan had a 15 year planning horizon, which has ended. The comprehensive plan has 2036 planning horizon.

The GMA was adopted in 1990 and required counties to designate UGAs for the first time. The subarea plan was adopted in 1981, before the GMA criteria were enacted. The subarea plan included urban reserves and they don’t match the current comprehensive plan.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Discussion on proposed Ordinance amending WCC Chapter 24.11, Drinking Water

**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.)*

Discussion on proposed ordinance amending WCC Chapter 24.11 Drinking Water to allow additional language regarding Water Associations

**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. 2018-____

AMENDING THE OFFICIAL WHATCOM COUNTY CODE CHAPTER 24.11, DRINKING WATER, TO ALLOW ADDITIONAL LANGUAGE REGARDING WATER ASSOCIATION

WHEREAS, Whatcom County is responsible for determining water availability in connection with property development and issuance of building permits, standards for which are set forth in Chapter 24.11 WCC; and

WHEREAS, the County Council finds the proposed amendment to be in the best interest of public health, safety, and welfare; and

WHEREAS, legal notice requirements have been met; and

WHEREAS, the Whatcom County Council hereby adopts the following findings of fact and conclusion:

FINDINGS OF FACT

1. Under RCW 90.03.015, a “municipal water supplier” is a water purveyor which supplies water for fifteen or more residences or a non-resident population of twenty-five or more people for sixty or more days per year, or for government purposes, or to distribute for one of these purposes; and

2. Under RCW 43.20.260, a municipal water supplier “has a duty to provide retail water service within its retail service area if: (1) Its service can be available in a timely and reasonable manner; (2) the municipal water supplier has sufficient water rights to provide the service; (3) the municipal water supplier has sufficient capacity to serve the water in a safe and reliable manner as determined by the department of health; and (4) it is consistent with the requirements of any comprehensive plans or development regulations adopted under chapter 36.70A RCW or any other applicable comprehensive plan, land use plan, or development regulation . . .”; and

3. Many municipal water suppliers are organized as private entities such as water associations, clubs, or community groups (all hereafter referred to as “water associations”); and

4. Other municipal water suppliers are public municipal corporations, which include without limitation water districts, public utility districts, cities, and towns (“municipal corporations”); and

5. Municipal corporations, including water districts, are local governments under which all voters residing within their boundaries, customers and non-customers alike, have the right to vote for their elected officials; and

6. Municipal corporations are governed by and subject to the Open Public Meetings Act, the Public Records Act, the Code of Municipal Ethics, and many other laws governing public entities, in the public interest; and
7. Some water associations may be municipal water suppliers under the RCW 90.03.015, but they are not municipal corporations, are not subject to the aforementioned laws governing municipal corporations, and do not afford the same public protections, rights, or processes available to citizens of municipal corporations; and

8. Though a municipal water supplier has a duty to serve a property with water if service can be made in a timely and reasonable manner and the other criteria are met, the only definition of "timely" in state law is when water can be provided to an applicant within one hundred and twenty days, but there is no day designated as the beginning of the 120 days (RCW 70.116.060(3), and there is no definition of "reasonable" anywhere in state law; and

9. The lack of criteria or standards for what constitutes "reasonable" service has caused disputes between water associations and their customers and potential customers; and

10. The Whatcom County Council determines that it is not reasonable for a water association to require a property owner of four (4) or fewer single-family certified lots of record with an adequate and legal alternate water supply available, to extend a water association's water main more than five hundred feet (500'), due to the likely expense and potential lack of explanation to or recourse for the applicant.

CONCLUSION
The subject amendments are consistent with the Whatcom County Coordinated Water System Plan and the Whatcom County Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Code 24.11 is hereby amended as outline in Exhibit A to this ordinance.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

ADOPTED this________________day of____________________2018.

ATTEST:

__________________________
Dana Brown-Davis, Council Clerk

__________________________
Rud Browne, Chairperson

APPROVED as to form:

__________________________
Civil Deputy Prosecutor

__________________________
Jack Louws, Executive

( ) Approved   ( ) Denied

Date: ______________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON
EXHIBIT A
Chapter 24.11
DRINKING WATER

CHAPTER 24.11.040 Definitions

“Water association” means any purveyor of public water that is not organized as a municipal corporation, regardless of how the entity refers to itself. A water district governed by RCW Title 57 or any other water purveyor organized as a municipal corporation is not a water association.

CHAPTER 24.11.050 General requirements

A. Applicants must submit all required forms, letters, and documents to the director.

B. The director will consider applications for water availability proposing to use ground water, spring water, surface water, sea water or rainwater.

C. The director shall evaluate the availability of a public water system prior to approving the use of a private water system. If it is determined that a public water system is available and willing to provide water, the applicant must connect to that public water system when:

1. The applicant proposes to use surface water, spring water, rainwater, or contaminated ground water; or

2. The applicant proposes to build on a lot located in a short subdivision or long subdivision that Whatcom County approved based on the availability of public water; or

3. The existing public water system has a water lines-main adjacent to the property line of the applicant and connection is consistent with RCW 36.70A.110(4); or

4. The existing public water system has defined a "service area boundary" in accordance with the Whatcom County Coordinated Water System Plan which includes the property of the applicant.

D. Notwithstanding the foregoing, the applicant may choose not to connect to a water association within the boundaries of which his or her property is located if the applicant meets all of the criteria listed in subsection 1 of this section, subject to subsection 2.

1. A denial of service letter will not be required from a water association as a requirement of this section where the applicant meets the criteria listed below, subject to subsection 2:

   a. The applicant’s nearest property boundary is more than five hundred feet (500’) from the nearest water association main of adequate size and pressure for the proposed use; and

   b. The applicant has requested a denial of service letter from the water association for not more than four (4) connections on not more than four (4) existing certified legal lots of record for single family residences and/or associated accessory dwelling units; and

   c. The proposed use is otherwise consistent with Title 20 of the Whatcom County Code, and
d. The applicant has an adequate and legal water supply for each proposed use.

2. Unless the below requirements are waived by the water association, the applicant shall execute and record instruments that run with the property to accomplish the following:

   a. The applicant shall execute and record a perpetual utility easement for the benefit of the water association, to water association standards, reasonably sufficient to allow the water association and its successors to install a water main and appurtenances on the applicant’s property, for the purpose of a future main extension. The easement shall be parallel to and abutting a dedicated road right-of-way; all or a portion may be in another location that does not unduly impair the applicant’s present and future use of the lot.

   b. The applicant shall sign and record a covenant against his or her property for the benefit of the water association which requires a future extension and connection to the water association system at the applicant’s expense, in the event the water association water main is extended to within five hundred feet (500’) or less of the applicant’s nearest property line.

3. This section D applies to water associations only, which are defined as any purveyor of public water that is not organized as a municipal corporation, regardless of how the entity refers to itself. This section does not apply to municipal corporations such as water districts, public utility districts, cities or towns.

DE. The director will only approve a private or Non Group B two-party well for proposed short subdivisions or long subdivisions when analytical results of untreated water samples for primary inorganic or organic contaminants do not exceed a maximum contaminate level (MCL) adopted by Washington State Department of Health.

EF. Purveyors of public water systems and private water system applicants must comply with Washington State Department of Ecology water right requirements and must demonstrate that they have an adequate water supply for their proposed service per WCC 24.11.060. Compliance will include, at a minimum, possession of a water right permit or certificate for:

1. All surface water sources excluding sea water.

2. All ground water sources using more than 5,000 gallons per day.

3. Irrigating more than one-half acre of lawn or noncommercial garden.

CALL TO ORDER
Council Vice-Chair Todd Donovan called the meeting to order at 10:30 a.m. in the County Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL
Absent: Timothy Ballew, Rud Browne, and Tyler Byrd.

1. PUBLIC SESSION
There were no public comments.

2. DIRECTOR/HEALTH OFFICER REPORT
Regina Delahunt, Health Department Director, updated the Board and answered questions on the following items:
- The Women, Infant, and Children (WIC) program transition to SeaMar
- The Health Department’s 2019-2020 budget priorities
- Foundational public health services that need to be available in all communities for communicable disease, environmental health, and community assessment
- Behavioral health integration into medical services and a behavioral health administrative service
- Partnering with the Accountable Community of Health (ACH) Board to develop a work plan for the initiative

Councilmembers and Delahunt discussed Medicare for seniors and public health organizations as a service provider versus partnering with private providers.

Dr. Greg Stern, Health Department, updated the Board on this season’s flu vaccination. He answered questions on other types of vaccines.

4. COMMUNITY HEALTH ASSESSMENT
Erika Nuerenberg, Health Department, presented and read from a presentation in the Board packet and answered questions.

Cindy Hollingsworth, Health Department, also answered questions.

Councilmembers and staff discussed life expectancy differences by race, the differences in reported depression rates between men and women, further identifying the
reason for the rate of victims of child abuse and neglect in the community, the rate of adult poverty in university towns, the causes of food deserts in Whatcom County, youth marijuana and alcohol use, sexually transmitted disease rates in the community, and whether health insurance provides access to adequate healthcare.

3. PUBLIC HEALTH ADVISORY BOARD (PHAB) UPDATE

Rachel Lucy, Public Health Advisory Board Chair, reported on the Advisory Board’s September meeting on the distinct roles of the Health Board, Advisory Board, and Health Department and the Advisory Board’s priorities, work plan, and focus.

5. COUNTY FOOD SYSTEM PLANNING PROPOSAL

Rachel Lucy, Public Health Advisory Board Chair, gave a staff report on the proposed ordinance.

The following staff answered questions:
• Ali Jensen, Health Department
• Riley Sweeney, Health Department
• Chris Elder, Planning and Development

Council members and staff discussed the definition of food insecurity, allowing students to work in the agricultural fields, whether there is a limited supply of water, possible work items for the new committee proposed in the draft ordinance, the makeup of the membership, and funding and support for staff.

Brenner moved to amend the ninth Whereas statement, “market pressures, regulations, and the cost of land.”

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Buchanan, Donovan, and Sidhu (4)
Nays: None (0)
Absent: Ballew, Browne, and Byrd (3)

Regina Delahunt, Health Department Director, stated they will bring forward an updated version of the ordinance to be introduced at a later date.

Brenner moved to recommend Introduction to the full Council.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Buchanan, Donovan, and Sidhu (4)
Nays: None (0)
Absent: Ballew, Browne, and Byrd (3)

ADJOURN
The meeting adjourned at 11:56 a.m.

The Council approved these minutes on ________________, 2018.

ATTEST:  
WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Todd Donovan, Council Vice-Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Committee Of The Whole
October 9, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 1:00 p.m. in the Council
Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Tim Ballew, Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd,
and Todd Donovan
Absent: Satpal Sidhu

COMMITTEE DISCUSSION

1. DISCUSSION WITH DEPUTY PROSECUTOR GEORGE ROCHE REGARDING PENDING
LITIGATION, KAYSER VS. WHATCOM COUNTY (AB2018-018)
Attorney Present: George Roche

Browne stated that discussion of agenda item one may take place in executive
session pursuant to RCW42.30.110 (1) (i). Executive session will conclude no later than
1:30 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the
meeting to make a public announcement.

Brenner moved to go into executive session until no later than 1:30 p.m. to discuss
the agenda items pursuant to RCW citations as announced by the Council Chair. The
motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
Nays: None (0)
Absent: Sidhu (1)

At 1:29 p.m., Browne announced the executive session is extended to 1:40 p.m.

OTHER BUSINESS

ADJOURN

The meeting adjourned at approximately 1:40 p.m.

The Council approved these minutes on ______ 2018.

ATTEST:
WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 3:47 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Tim Ballew, Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, and Todd Donovan.

Absent: Satpal Sidhu

COMMITTEE DISCUSSION

1. DISCUSSION REGARDING PRELIMINARY DRAFT COMPREHENSIVE PLAN AND ZONING AMENDMENTS – CHERRY POINT (AB2018-076D)

Donovan reported on his proposed changes (on file).

Matt Aamot, Planning and Development Services Department, submitted a handout of changes proposed by Councilmember Donovan (on file). The handout contained Councilmember Donovan’s proposed changes inserted into the Council Special Committee of the Whole’s proposal, and several staff comments.

Councilmembers discussed the purpose of a conditional use permit, whether the definition of fossil fuels includes refined fuels, the definition of “bulk” coal, and threshold determination regarding the State Environmental Policy Act (SEPA) versus major project permits.

Donovan moved to approve his proposed amendment to subsection .063 on page 1 of Mr. Aamot’s handout.

The motion was seconded.

Donovan amended his motion to amend language as shown on page one of Mr. Aamot’s handout, “except that new or expanded crude oil, and other unrefined fossil fuels, liquefied petroleum gas, and natural gas facilities require a conditional use permit.” In subsections of Whatcom County Code 20.66: subsections .063, .068 (2), and .170 and subsections of Whatcom County Code 20.68: .059, .081, and .170.

The motion carried by the following vote:

Ayes: Ballew, Browne, Buchanan, and Donovan (4)

Nays: Brenner and Byrd (2)
Absent: Sidhu (1)

Donovan moved to amend to delete the word “trade” as shown in Mr. Aamot’s handout from subsections 20.66.068(1) and 20.68.204.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, and Donovan (5)
Nays: None (0)
Abstains: Byrd (1)
Absent: Sidhu (1)

Donovan moved to amend to remove “is prohibited” from section 20.68.204

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
Nays: None (0)
Absent: Sidhu (1)

Nick Smith, Planning and Development Services Department, answered questions on recent major project permit applications.

Karen Frakes, Prosecutor’s Office, answered questions on having Hearing Examiner decisions appealed directly to the Superior Court, not the County Council.

Councilmembers and staff discussed the major project permit versus master plan and who decides whether changes are major versus minor.

Browne moved to amend 20.88.215(a)(ii), “Major changes...which, in the opinion...the technical committee, substantially change the basic....”

The motion was seconded.

Councilmembers and staff discussed the threshold for triggering a major project permit.

Browne withdrew the motion to amend.

OTHER BUSINESS

There was no other business.

ADJOURN

The meeting adjourned at 5:10 p.m.
The Council approved these minutes on ______________, 2018.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk  Rud Browne, Council Chair

Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Regular County Council Meeting

October 9, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: Tim Ballew, Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, and Todd Donovan.
Absent: Satpal Sidhu.

FLAG SALUTE

ANNOUNCEMENTS

Buchanan announced there was discussion with Deputy Prosecutor George Roche regarding pending litigation, Kayser vs. Whatcom County (AB2018-018) in executive session during the Committee of the Whole meeting.

Buchanan moved that the Council finds the following:

- The employees were acting in a manner in which the county had an interest
- The employees were acting in the discharge of a duty imposed or authorized by law
- The employees acted in good faith
- The officers, officials, agents, or employees will be defended and indemnified pursuant to and consistent with the provisions in WCC Chapter 2.56

The motion was seconded.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, and Donovan (5)
Nays: None (0)
Abstains: Byrd (1)
Absent: Sidhu (1)

MINUTES CONSENT

Brenner moved to approve Minutes Consent items one through three.

The motion was seconded.
The motion carried by the following vote:

**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)

**Nays:** None (0)

**Absent:** Sidhu (1)

1. **SURFACE WATER WORK SESSION FOR SEPTEMBER 18, 2018**

2. **SPECIAL COMMITTEE OF THE WHOLE FOR SEPTEMBER 25, 2018**

3. **REGULAR COUNTY COUNCIL FOR SEPTEMBER 25, 2018**

**PUBLIC HEARINGS**


   Browne opened the public hearing, and hearing no one, closed the public hearing.

   **Buchanan moved** to approve the resolution.

   The motion was seconded.

   The motion carried by the following vote:

   **Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)

   **Nays:** None (0)

   **Absent:** Sidhu (1)

**OPEN SESSION**

Councilmembers discussed whether they will ask speakers to announce where they live when they speak to the Council.

**Browne moved** to add language to the Open Session section of the agenda, “Each speaker should state his or her name for the record and at your option your city of residence and will be given three minutes to address the council.”

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Browne, Buchanan, Byrd, and Donovan (4)

**Nays:** Brenner and Ballew (2)

**Absent:** Sidhu (1)

The following people spoke:

- Amy Glasser spoke about homelessness in the community.
Mike Kaufman spoke about property available that would accommodate inmates during the jail repair projects and about how to define bulk coal shipments.

Bill Holt, Laborer’s Local 292 Member, spoke about regulations regarding Cherry Point industries.

Adam Lambe, spoke about regulations regarding Cherry Point industries.

Judy Wilson, Laborer’s Local 292 Member, spoke about regulations regarding Cherry Point industries.

Miguel Edmondson, Laborer’s Local 292, spoke about regulations regarding Cherry Point industries.

Trevor Smith, Laborer’s Local 292, spoke about regulations regarding Cherry Point industries.

Juan Miguel Jr., Laborer’s Local 292, spoke about regulations regarding Cherry Point industries.

Rochelle Hallowell and Ivy Little spoke about services to the Kendall/Maple Falls area, including additional street lights, law enforcement, and solid waste removal.

Stacy Martin, Laborer’s Local 292, spoke about regulations regarding Cherry Point industries.

Pam Brady, BP Cherry Point, spoke about regulations regarding Cherry Point industries. She requests a deadline extension to November 7 to respond to the Council’s questions and to bring in the right experts to answer questions.

Max Perry spoke about the need for a new jail facility.

Carole Perry spoke about the presentation from Prosecutor Dave McEachran.

Byrd moved to extend the deadline to November 7 for written responses from Cherry Point industries to the Council’s questions. Subsequent presentations will be scheduled as soon as possible after the deadline, but no longer than 60 days after receipt of the written responses.

The motion was seconded.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, and Byrd (4)
Nays: Buchanan and Donovan (2)
Absent: Sidhu (1)

CONSENT AGENDA

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND OPPORTUNITY COUNCIL TO SUPPORT THE EAST WHATCOM REGIONAL RESOURCE CENTER PHASE II EXPANSION PROJECT, IN THE AMOUNT OF $415,000 (AB2018-279)

Byrd reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda item one. Consent agenda item two is held in committee.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ACCEPT A GRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY TOWARD THE PURCHASE OF A SALT WATER PATROL VESSEL, IN THE AMOUNT OF $280,125 (AB2018-280)

This item is held in committee.

OTHER ITEMS

1. ORDINANCE ESTABLISHING THE FINANCIAL SYSTEM SOFTWARE FUND AND ESTABLISHING A PROJECT BASED BUDGET TO REPLACE THE FINANCIAL SYSTEM SOFTWARE (AB2018-269)

   Byrd reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

   The motion carried by the following vote:
   Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
   Nays: None (0)
  Absent: Sidhu (1)

2. ORDINANCE CLOSING TELECOMMUNICATIONS SYSTEM REPLACEMENT FUND 351 (AB2018-270)

   Byrd reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

   The motion carried by the following vote:
   Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
   Nays: None (0)
  Absent: Sidhu (1)

3. ORDINANCE AMENDING PROJECT BUDGET NO. 2 (JAIL IMPROVEMENT PROJECT, AS ESTABLISHED THROUGH ORDINANCE 2011-031), THIRD REQUEST, IN THE AMOUNT OF $4,589,000, FOR A TOTAL PROJECT BUDGET OF $8,367,000 (AB2018-271)

   Byrd reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

   The motion carried by the following vote:
   Ayes: Ballew, Brenner, Browne, Buchanan, and Byrd (5)
   Nays: Donovan (1)
  Absent: Sidhu (1)
4. ORDNANCE AMENDING THE WHATCOM COUNTY BUDGET, TWELFTH REQUEST, IN THE AMOUNT OF $136,027 (AB2018-272)

Byrd reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
Nays: None (0)
Absent: Sidhu (1)

5. RESOLUTION ESTABLISHING REGULAR COUNTY COUNCIL MEETING DATES FOR 2019 (AB2018-276)

Donovan moved to approve the resolution.

The motion was seconded.

Brenner moved to amend to schedule meetings on specific days of the month, such as the first and third or second and fourth Tuesdays of the month.

The motion failed by the following vote:
Ayes: Brenner and Byrd (2)
Nays: Browne, Buchanan and Donovan (3)
Abtains: Ballew (1)
Absent: Sidhu (1)

Brenner moved to amend to schedule meetings on the second and fourth Tuesdays of the month.

The motion failed by the following vote:
Ayes: Ballew, Brenner and Byrd (3)
Nays: Browne, Buchanan and Donovan (3)
Absent: Sidhu (1)

The motion to approve the resolution as proposed carried by the following vote:
Ayes: Ballew, Browne, Buchanan, Byrd, and Donovan (5)
Nays: Brenner (1)
Absent: Sidhu (1)

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. APPOINTMENT TO FILL VACANCY ON LAKE WHATCOM STORMWATER UTILITY ADVISORY COMMITTEE, (GEOGRAPHIC REPRESENTATIVE), APPLICANT: NANCY ALYANAK (AB2018-258)
Brenner moved to appoint Nancy Alyanak.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
Nays: None (0)
Absent: Sidhu (1)

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENTS TO THE WHATCOM COUNTY COMMISSION ON SALARIES FOR ELECTED OFFICIALS (AB2018-283)

Donovan moved to confirm the appointments.

The motion was seconded.

Tyler Schroeder, Executive’s Office, answered questions on notations in the packet regarding reappointments.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
Nays: None (0)
Absent: Sidhu (1)

INTRODUCTION ITEMS

Brenner moved to accept the Introduction Items, including substitute Exhibit A for item 1, substitute pages for item 2, and substitute for item 4.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, and Donovan (6)
Nays: None (0)
Absent: Sidhu (1)

1. ORDINANCE ADOPTING AMENDMENTS TO THE WHATCOM COUNTY COMPREHENSIVE PLAN RELATING TO CAPITAL FACILITIES (AB2018-282)

2. RESOLUTION APPROVING THE WHATCOM COUNTY 2019 ANNUAL CONSTRUCTION PROGRAM (AB2018-281)

3. ORDINANCE CLOSING COUNTY PARKS IMPROVEMENT FUND 330 (AB2018-284)
4. ORDINANCE AMENDING THE WHATCOM COUNTY BUDGET, THIRTEENTH REQUEST, IN THE AMOUNT OF $182,722 (AB2018-285)

5. ORDINANCE CHANGING THE NAME OF CREASY ROAD TO CREASEY ROAD (AB2018-286)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Committee chairs gave committee reports.

Browne submitted a draft letter from the Council to Jason Goldstein, Washington State Parks & Recreation Commission, in support of the Sno-Park and Trails Maintenance grant.

Buchanan moved to approve and send the letter.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Browne, Buchanan and Donovan (4)
Nays: None (0)
Abstains: Brenner and Byrd (2)
Absent: Sidhu (1)

Councilmembers gave updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 8:26 p.m.

The County Council approved these minutes on ______, 2018.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ___________________________
Dana Brown-Davis, Council Clerk  Rud Browne, Council Chair

______________________________
Jill Nixon, Minutes Transcription
Whatcom County Council
Surface Water Work Session

October 16, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 10:30 a.m. in the Civic Center Garden Level Conference Room, 322 Commercial Avenue, Bellingham, Washington.

ROLL CALL

Absent: Tim Ballew

SURFACE WATER WORK SESSION (AB2018-024)

Pollution Identification & Correction (PIC) Program – Overview of Fall Strategy

Erika Douglas, Public Works Department, submitted and read from a presentation (on file) and gave a staff report on behalf of the Public Works Department, Whatcom Clean Water Program, Portage Bay Shellfish Protection District Advisory Committee on the Pollution Identification & Correction Program, including coordination among agencies; the history and progress of water quality testing around Portage Bay; seasonal closures; increasing storm event monitoring, sharing data among agencies and the community via an online map, story map, and other online resources and community meetings; finding creative messages to engage the public in being aware of the watershed and septic maintenance; tracking hot spots online and in the field; contacting landowners; and pollution from British Columbia (B.C.) resulting in a three-year coordinated work plan.

She answered questions on the drop in fecal coliform levels in 2000-2001 and sending out maintenance reminders to septic owners.

George Boggs, Whatcom Conservation District, answered questions on Canadian farm plan structure and other agricultural best practices in Canada.

Whatcom County Landslide Inventory

The following staff submitted and read from a presentation (on file) and answered questions:
- John Thompson, Public Works Department
- Andy Wiser, Planning and Development Services Department

Stephen Slaughter, Department of Natural Resources (DNR) Geological Survey, submitted and read from a presentation (on file) on the different types of mapping that can be done with LIDAR technology; landslide mapping; past major landslides in the Puget
Sound area; the State’s new landslide hazard program; protocols for mapping; landslide susceptibility maps; and benefits of their mapping efforts. He answered questions.

Staff and councilmembers discussed whether tree roots protect against shallow landslides; the ability to predict snow avalanche; mapping in other counties; and how deep LIDAR penetrates.

ADJOURN

The meeting adjourned at 11:57 a.m.

The Council approved these minutes on ________________, 2018.

ATTEST:      WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk      Rud Browne, Council Chair

Jill Nixon, Minutes Transcription

Surface Water Work Session, 10/16/2018, Page 2
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<td>Introduction</td>
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<td>Executive:</td>
<td>Jack Louws</td>
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**TITLE OF DOCUMENT:**

Amend Whatcom County Comprehensive Plan capital facility provisions.

**ATTACHMENTS:**

1. Memorandum
2. Draft Ordinance with Exhibits A, B, and C
3. Planning Commission Findings

**NOTE:** The Whatcom County Fire District # 5 Capital Facilities Plan is on file at the County Council Office.

**SEPA review required?**

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<th>( X ) Yes</th>
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**SEPA review completed?**

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Should Clerk schedule a hearing?  

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<th>( X ) Yes</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.)

The Whatcom County Council will consider amendments to the Whatcom County Comprehensive Plan:

1. Adopting the new Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2019-2024 (Appendix F of the Comprehensive Plan).
2. Repealing the existing Six-Year CIP for Whatcom County Facilities 2017-2022.
3. Amending Comprehensive Plan Goal 4K to enable school and fire districts to receive mitigation fees.

**COMMITTEE ACTION:**

10/9/2018: Discussed

**COUNCIL ACTION:**

10/9/2018: Introduced with substitute Exhibit A, 6-0

**Related County Contract #:**

| County Planning File # PLN2018-00001 |

**Related File Numbers:**

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

September 24, 2018

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

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Director

RE: Capital Facilities Amendments (PLN2018-00001)

The subject proposal is to modify the Whatcom County Comprehensive Plan as follows:

- Adopting the new Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2019-2024 (Appendix F of the Whatcom County Comprehensive Plan).

- Repealing the existing Six-Year CIP for Whatcom County Facilities 2017-2022.

- Amending Whatcom County Comprehensive Plan Goal 4K relating to mitigation fees for school and fire districts.

- Adopting new Whatcom County Comprehensive Plan Policy 4K-5 to adopt the Whatcom County Fire District # 5 Capital Facilities Plan into the comprehensive plan by reference.

The Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities includes plans for County parks, trails, activity centers, general government buildings and sites, Sheriff’s Office, emergency management, corrections, stormwater and transportation improvements. The Whatcom County Comprehensive Plan indicates that the Six-Year CIP should be updated every two years. The last CIP was approved by the County Council in 2016. Therefore, the CIP is being updated in 2018.

Whatcom County Fire District # 5, which serves Point Roberts, approved a Capital Facilities Plan in July 2018. The Fire District’s Plan includes capital facilities needed to serve existing land uses and new development. The District’s Plan anticipates
that the sources of revenue to provide funding for planned improvements may include mitigation fees.

The County Planning Commission recommended approval of these amendments on September 13. We are now requesting Council review of the amendments and anticipate that the County Council will make a final decision on these amendments with approval of the biennial budget in November.

Thank you for your review and consideration of this matter. We look forward to discussing it with you.
ORDINANCE NO. ________________

ADOPTING AMENDMENTS TO THE
WHATCOM COUNTY COMPREHENSIVE PLAN
RELATING TO CAPITAL FACILITIES

WHEREAS, The Whatcom County Planning Commission held a public hearing
and issued recommendations on the proposed amendments; and

WHEREAS, The County Council considered Planning Commission
recommendations;

WHEREAS, The County Council held a public hearing; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. The proposal is to amend the Whatcom County Comprehensive Plan as
   follows:

   a. Adopting the new Six-Year Capital Improvement Program (CIP) for
      Whatcom County Facilities 2019-2024 (Appendix F of the Whatcom
      County Comprehensive Plan).

   b. Repealing the existing Six-Year CIP for Whatcom County Facilities
      2017-2022.

   c. Amending Whatcom County Comprehensive Plan Goal 4K relating to
      mitigation fees for school and fire districts.

   d. Adopting new Whatcom County Comprehensive Plan Policy 4K-5
      adopting the Whatcom County Fire District # 5 Capital Facilities Plan
      into the Comprehensive Plan by reference.

2. Notice of the subject amendments was submitted to the Washington State
Department of Commerce on August 1, 2018.
3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on August 9, 2018.

4. Notice of the Planning Commission hearing was posted on the County website on August 29, 2018.

5. Notice of the Planning Commission hearing was sent to citizen, media, cities and other groups on the County’s e-mail list on August 29, 2018.


7. The Planning Commission held a public hearing on the subject amendments on September 13, 2018.

8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:

   a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

   b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.

   c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

      i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.

      ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

      iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.
d. The amendment does not include or facilitate spot zoning.

**Growth Management Act**

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.

10. GMA planning goal # 12 is to “Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards” (RCW 36.70A.020(12)).

11. The subject amendments include updating the Six-Year CIP for Whatcom County Facilities for the 2019-2024 planning period. Updating the CIP is one step in the process of planning regional facilities provided by the County to serve the people of Whatcom County.

12. The subject amendments also include adopting the Fire District # 5 Capital Facilities Plan into the Whatcom County Comprehensive Plan by reference. This plan will facilitate provision of fire protection capabilities to serve both existing uses and new development in Point Roberts.

13. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:

   a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

   b. A forecast of the future needs for such capital facilities,

   c. The proposed locations and capacities of expanded or new capital facilities.

   d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

   e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

14. The Six-Year CIP for Whatcom County Facilities and the Fire District # 5 Capital Facilities Plan both contain an inventory of existing facilities, a forecast of future needs based upon the level of service standards adopted in the Whatcom County Comprehensive Plan and/or other relevant factors,
proposed renovated, expanded or new capital facilities, costs, and funding sources.

15. Existing Comprehensive Plan Policy 4A-4 addresses the GMA requirement to reassess the land use element if probable capital facility funding falls short.

**County-Wide Planning Policies**

16. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.

17. The Six-Year CIP identifies County park, trail, transportation and other improvements as contemplated by the County Wide Planning Policies.

**Interlocal Agreements**

18. Existing interlocal agreements between Whatcom County and the cities indicate that the County will consult with the appropriate city in planning new road construction projects within the city’s urban growth area. The interlocal agreements also provide joint planning for parks.

19. The County Engineer confirmed on August 2, 2018 that the County sends a copy of the six-year transportation improvement program to cities prior to approval, requests comments, and informs cities of the hearing date. The Whatcom County Parks Director confirmed on August 1, 2018 that the County Parks’ staff maintains a consistent working relationship with appropriate staff from cities on joint park projects and planning. Therefore, the type of cooperation envisioned by the interlocal agreements is occurring.

**Further Studies/Changed Conditions**

20. The Whatcom County Comprehensive Plan calls for an update of the Six-Year CIP for County facilities every other year. Specifically, Policy 4B-1 is to:

   Maintain and update, on at least a biennial basis, a six-year capital improvement program (CIP) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects based on a review of population and revenue conditions existing at that time.

21. A revised CIP has been formulated for County owned or operated facilities, which presents improvement projects over the new six-year planning period.
22. The Fire District # 5 Commissioners approved the Whatcom County Fire District # 5 Capital Facilities Plan on July 11, 2018.

Public Interest

23. The Six-Year CIP for Whatcom County Facilities 2019-2024 is based upon anticipated population growth over the six-year planning period and other relevant factors. Therefore, the proposal should complement the County’s growth and development plans.

24. The Six-Year CIP for Whatcom County Facilities will have a positive impact on the County’s ability to provide public facilities by planning ahead for such facilities.

25. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated parks, trails, general government buildings and sites, Sheriff's Office facilities, emergency management facilities, correction facilities, stormwater facilities, and transportation improvements to serve the people of Whatcom County. Planning for such County facilities is in the public interest.

26. The Fire District # 5 Capital Facilities Plan addresses facilities and apparatus to serve existing uses and new development in Point Roberts. Planning for such fire protection capabilities is in the public interest.

Spot Zoning

27. The subject proposal does not involve rezoning property.

CONCLUSION

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. The Six-Year Capital Improvement Program for Whatcom County Facilities 2019-2024 (Appendix F of the Whatcom County Comprehensive Plan) is hereby adopted as shown on Exhibit A.

Section 2. The Six-Year Capital Improvement Program for Whatcom County Facilities 2017-2022 is hereby repealed as shown on Exhibit B.

Section 3. Chapter 4 of the Whatcom County Comprehensive Plan is hereby amended 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 ______________, 2018.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

__________________________  __________________________
Dana Brown-Davis, Council Clerk    Rud Browne, Chairperson

APPROVED as to form:

__________________________  __________________________
Civil Deputy Prosecutor        Jack Louws, Executive

( ) Approved    ( ) Denied

Date: _________________

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Exhibit A

Six-Year Capital Improvement Program For Whatcom County Facilities 2019-2024

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Chapter 1 – Introduction

The Growth Management Act requires that the County’s Comprehensive Plan include a "capital facilities plan element" (RCW 36.70A.070(3)). The Whatcom County Comprehensive Plan calls for the County to develop and update the Six-Year Capital Improvement Program (CIP) for County projects every two years. The main purpose of the Capital Improvement Program is to identify priority capital improvement projects and estimated costs, outline a schedule for project completion, and designate funding sources for these projects based on a review of existing and projected population and revenue conditions for the six year planning period.

Growth Management Act Requirements

According to the Growth Management Act, a county’s capital facilities plan must include five items, which are shown below.

A. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

Current inventories of existing County capital facilities, based upon information provided by various County departments, are included in each chapter of this document.

B. A forecast of the future needs for such capital facilities.

Chapter 4 of the Whatcom County Comprehensive Plan establishes numerical “level of service” standards for County parks and trails and contains policies relating to other County facilities. Capital facility needs are forecasted over the six-year planning period by applying the adopted level of service standards to the expected population in the year 2024 and by considering other relevant factors.

C. Proposed locations and capacities of expanded or new capital facilities.

General locations and capacities of proposed County facilities are indicated in this document (as applicable).

D. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

This Six-Year Capital Improvement Program presents costs and funding sources for proposed County capital facilities (all figures are in 2018 dollars). There are a variety of funding sources that the County utilizes to pay for capital facilities, including real estate excise taxes, the Public Utilities Improvement Fund (also known as the Rural Sales Tax Fund, Economic Development Initiative Fund or EDI Fund), Road Fund, state grants, federal grants and a variety of other funds.
E. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

Finally, in accordance with the Growth Management Act, a requirement to reassess the land use element of the Comprehensive Plan if probable funding falls short of meeting existing needs and to ensure consistency between plans already exists in the Comprehensive Plan (Policy 4A-4).

**Charter Provisions and the County Budget**

In addition to Growth Management Act provisions relating to capital facilities, Section 6.30 of the County Charter also requires the County to include a six-year capital improvement program as part of the budget. Appropriations for 2019-2020 capital projects may be included in the biennial budget or may be adopted through the supplemental budget process. Ultimate funding for capital improvement projects is subject to County Council authorization in the adopted budget. Costs identified for 2021-2024 are included for planning purposes and review of potential future needs, but not for budget authorization at this time.
Chapter 2 – Parks, Trails, and Activity Centers

Parks

The 2018 inventory of County parks and open space areas is over 15,800 acres. This inventory is shown below.

Table 1. Existing Parks

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Park Name and Location</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Alderwood Park, 3479 Willowood Rd.</td>
<td>2.8</td>
</tr>
<tr>
<td>2</td>
<td>Bay Horizon Park, 7467 Gemini St.</td>
<td>69.8</td>
</tr>
<tr>
<td>3</td>
<td>Birch Bay Community Park, 7930 Birch Bay Dr.</td>
<td>13.2</td>
</tr>
<tr>
<td>4</td>
<td>Birch Bay Conservancy Area, 7000 Point Whitehorn Rd.</td>
<td>43.2</td>
</tr>
<tr>
<td>5</td>
<td>Birch Bay Tidelands</td>
<td>143.9</td>
</tr>
<tr>
<td>6</td>
<td>Boulevard Park, 471 Bayview Dr.</td>
<td>1.6</td>
</tr>
<tr>
<td>7</td>
<td>Broadway Beach Access, 7497 Birch Bay Dr.</td>
<td>0.1</td>
</tr>
<tr>
<td>8</td>
<td>Cagey Road, 3130 Haxton Way</td>
<td>20.3</td>
</tr>
<tr>
<td>9</td>
<td>Camp 2 RR ROW, 3775 Camp 2 Rd.</td>
<td>2.3</td>
</tr>
<tr>
<td>10</td>
<td>Canyon Lake Community Forest, 8300 Mt. Baker Hwy.</td>
<td>2,394.4</td>
</tr>
<tr>
<td>11</td>
<td>Chuckanut Mountain Park, 745 Old Samish Rd.</td>
<td>973.1</td>
</tr>
<tr>
<td>12</td>
<td>Cottonwood Beach Access, 8191 Birch Bay Dr.</td>
<td>6.4</td>
</tr>
<tr>
<td>13</td>
<td>Deming Eagle Homestead Park, 5615 Truck Rd.</td>
<td>28.5</td>
</tr>
<tr>
<td>14</td>
<td>Dittrich Park, 319 E Lake Samish Dr.</td>
<td>22.8</td>
</tr>
<tr>
<td>15</td>
<td>Drayton Harbor Tidelands</td>
<td>0.3</td>
</tr>
<tr>
<td>16</td>
<td>Euclid Park, 1570 Euclid Ave.</td>
<td>1.2</td>
</tr>
<tr>
<td>17</td>
<td>Galbraith Mountain Access, 800 Birch Falls Dr.</td>
<td>29.3</td>
</tr>
<tr>
<td>18</td>
<td>Glader Cemetery</td>
<td>0.5</td>
</tr>
<tr>
<td>19</td>
<td>Holverson Park, 5075 Anderson Rd.</td>
<td>5.6</td>
</tr>
<tr>
<td>20</td>
<td>Haynie Road, 2876 Haynie Rd.</td>
<td>1.9</td>
</tr>
<tr>
<td>21</td>
<td>Hegg, 3845 Blue Canyon Rd.</td>
<td>4.0</td>
</tr>
<tr>
<td>22</td>
<td>Hovander Homestead Park and Tenant Lake, 5299 Nielsen Rd.</td>
<td>338.3</td>
</tr>
<tr>
<td>23</td>
<td>Jackson Rd. Beach Access, 7465 Birch Bay Dr.</td>
<td>0.2</td>
</tr>
<tr>
<td>24</td>
<td>Jensen Family Forest Park, 8051 Stein Rd.</td>
<td>21.7</td>
</tr>
<tr>
<td>25</td>
<td>Josh VanderYacht Park, 4106 Valley Highway</td>
<td>2.2</td>
</tr>
<tr>
<td>26</td>
<td>Kickerville Road, 4110 Bay Rd.</td>
<td>2.4</td>
</tr>
<tr>
<td>27</td>
<td>Lake Whatcom Park, 3220 North Shore Rd.</td>
<td>4,686.5</td>
</tr>
<tr>
<td>28</td>
<td>Lighthouse Marine Park, 811 Marine Dr. in Point Roberts</td>
<td>24.3</td>
</tr>
<tr>
<td>29</td>
<td>Lily Point Marine Park, 2315 APA Rd. in Point Roberts</td>
<td>274.0</td>
</tr>
<tr>
<td>30</td>
<td>Little Squilicum Park, 640 Marine Dr.</td>
<td>13.7</td>
</tr>
<tr>
<td>31</td>
<td>Lookout Mountain Forest Preserve, 2537 Lake Louise Rd.</td>
<td>4,430.3</td>
</tr>
<tr>
<td>32</td>
<td>Lummi Island Beach Access, 2198 N. Nugent Rd.</td>
<td>0.1</td>
</tr>
<tr>
<td>33</td>
<td>Maple Beach Tidelands</td>
<td>101.5</td>
</tr>
<tr>
<td>34</td>
<td>Maple Creek Park, 7842 Silver Lake Rd.</td>
<td>79.7</td>
</tr>
<tr>
<td>35</td>
<td>Maple Falls Community Park, 7470 Second St.</td>
<td>4.1</td>
</tr>
<tr>
<td>36</td>
<td>Monument Park, 25 Marine Dr. in Point Roberts</td>
<td>7.3</td>
</tr>
<tr>
<td>37</td>
<td>Nugent’s Corner River Access, 3685 Mt. Baker Highway</td>
<td>16.5</td>
</tr>
<tr>
<td>38</td>
<td>Ostrom Conservation Site, 4304 South Pass Rd.</td>
<td>36.3</td>
</tr>
<tr>
<td>39</td>
<td>Phillips 66 Soccer Park, 5238 Northwest Dr. (used to be Northwest Soccer Park)</td>
<td>36.5</td>
</tr>
<tr>
<td>40</td>
<td>Point Whitehorn Marine Reserve, 6770 Koehn Rd.</td>
<td>55.3</td>
</tr>
<tr>
<td>41</td>
<td>Redwood Park, 3310 Redwood Ave.</td>
<td>0.2</td>
</tr>
<tr>
<td>42</td>
<td>Samish Park, 673 N. Lake Samish Dr.</td>
<td>26.4</td>
</tr>
<tr>
<td>43</td>
<td>Samish Way, 5170 Samish Way</td>
<td>2.0</td>
</tr>
<tr>
<td>44</td>
<td>Semiahmoo Park, 9261 Semiahmoo Parkway</td>
<td>304.0</td>
</tr>
<tr>
<td>45</td>
<td>Silver Lake Park, 9006 Silver Lake Rd.</td>
<td>410.4</td>
</tr>
<tr>
<td>46</td>
<td>South Fork Park, 1530 Mosquito Lake Rd.</td>
<td>550.3</td>
</tr>
<tr>
<td>47</td>
<td>South Lake Whatcom Park, 4144 S Bay Dr.</td>
<td>78.9</td>
</tr>
<tr>
<td>48</td>
<td>South Pass East, 4900 South Pass Rd.</td>
<td>0.7</td>
</tr>
<tr>
<td>49</td>
<td>South Pass West, 4190 South Pass Rd.</td>
<td>0.5</td>
</tr>
<tr>
<td>50</td>
<td>Squires Lake Park, 2510 Nuelle Rd.</td>
<td>82.3</td>
</tr>
<tr>
<td>51</td>
<td>Stimpson Family Nature Reserve, 2076 Lake Louise Rd.</td>
<td>376.1</td>
</tr>
<tr>
<td>52</td>
<td>Sunnyside Landing, 2870 Northshore Rd.</td>
<td>1.5</td>
</tr>
<tr>
<td>53</td>
<td>Sunset Beach, 2580 West Shore Dr. on Lummi Island</td>
<td>3.4</td>
</tr>
<tr>
<td>54</td>
<td>Sunset Farm Park, 7977 Blaire Rd.</td>
<td>70.0</td>
</tr>
<tr>
<td>55</td>
<td>Ted Edwards Park, 4150 Oriental Ave.</td>
<td>3.6</td>
</tr>
<tr>
<td>56</td>
<td>Teddy Bear Cove Park, 1467 Chuckanut Dr.</td>
<td>8.8</td>
</tr>
<tr>
<td>57</td>
<td>Terrell Creek Access, 7417 Jackson Rd.</td>
<td>0.6</td>
</tr>
<tr>
<td>58</td>
<td>Terrell Creek Heron Rookery, 7065 Jackson Rd.</td>
<td>14.4</td>
</tr>
<tr>
<td>59</td>
<td>Terrell Creek Point, 7685 Birch Bay Dr.</td>
<td>7.6</td>
</tr>
<tr>
<td>60</td>
<td>Turner-Jaeger, 1975 Lake Louise Rd.</td>
<td>4.7</td>
</tr>
<tr>
<td>61</td>
<td>Welcome Bridge River Access, 5585 Mosquito Lake Rd.</td>
<td>0.5</td>
</tr>
</tbody>
</table>

TOTAL 15,839.4
Pursuant to RCW 36.87.130, there are also public access properties on right-of-way ends that intersect shorelines.

**Future Needs**

A level of service of 9.6 acres of developed parkland for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. The County's existing parks will meet the adopted level of service over the six-year planning period. However, the County is proposing park improvement projects to increase quality of existing park facilities and develop the Birch Bay Community Park to meet the longer term needs of a growing population.

**Proposed Improvement Projects**

Park improvement projects, totaling almost $16.1 million, are proposed over the six-year planning period.

**Trails**

Whatcom County currently has over 73 miles of trails in various locations throughout the County. This inventory is shown below.

**Table 2. Existing Trails**

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Trail Name and Location</th>
<th>Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bay Horizon/Bay Crest Trail</td>
<td>0.75</td>
</tr>
<tr>
<td>2</td>
<td>Bay to Baker Maple Falls-Glacier</td>
<td>4.00</td>
</tr>
<tr>
<td>3</td>
<td>Canyon Lake Community Forest</td>
<td>7.01</td>
</tr>
<tr>
<td>4</td>
<td>Chuckanut Mountain / Pine &amp; Cedar Lakes</td>
<td>16.60</td>
</tr>
<tr>
<td>5</td>
<td>Deming Homestead Eagle Park, Truck Rd.</td>
<td>0.30</td>
</tr>
<tr>
<td>6</td>
<td>Hovander Homestead Park</td>
<td>3.20</td>
</tr>
<tr>
<td>7</td>
<td>Intenurban, Chuckanut area</td>
<td>3.15</td>
</tr>
<tr>
<td>8</td>
<td>Jensen Family Forest Park, Stein Rd. and Birch Bay Lynde</td>
<td>0.67</td>
</tr>
<tr>
<td>9</td>
<td>Lake Whatcom Park</td>
<td>6.00</td>
</tr>
<tr>
<td>10</td>
<td>Lily Point, Point Roberts</td>
<td>2.00</td>
</tr>
<tr>
<td>11</td>
<td>Lookout Mountain Forest Preserve</td>
<td>9.11</td>
</tr>
<tr>
<td>12</td>
<td>Maple Creek Park, 7842 Silver Lake Rd., Maple Falls</td>
<td>1.28</td>
</tr>
<tr>
<td>13</td>
<td>Monument Park, 25 Marine Dr. in Point Roberts</td>
<td>0.35</td>
</tr>
<tr>
<td>14</td>
<td>Phillips 66 Soccer Park Trail (Used to be Northwest Socce</td>
<td>0.38</td>
</tr>
<tr>
<td>15</td>
<td>Ostrom Conservation Site, 4304 South Pass Rd.</td>
<td>0.56</td>
</tr>
<tr>
<td>16</td>
<td>Point Whitehorn Marine Reserve, 6770 Koehn Rd, Birch Ba</td>
<td>0.81</td>
</tr>
<tr>
<td>17</td>
<td>Samish Park, 673 N. Lake Samish</td>
<td>1.38</td>
</tr>
<tr>
<td>18</td>
<td>Semiahmoo Park</td>
<td>0.63</td>
</tr>
<tr>
<td>19</td>
<td>Silver Lake Park, 9006 Silver Lake Rd.</td>
<td>5.28</td>
</tr>
<tr>
<td>20</td>
<td>South Fork Park</td>
<td>2.30</td>
</tr>
<tr>
<td>21</td>
<td>Squires Lake, 2510 Nulle Rd.</td>
<td>2.88</td>
</tr>
<tr>
<td>22</td>
<td>Stimpson Family Nature Reserve, 2076 Lake Louise Rd.</td>
<td>4.02</td>
</tr>
<tr>
<td>23</td>
<td>Sunset Farm, 7977 Blaine Rd.</td>
<td>0.56</td>
</tr>
<tr>
<td>24</td>
<td>Teddy Bear Cove</td>
<td>0.33</td>
</tr>
</tbody>
</table>

**TOTAL** 73.55
**Future Needs**

A level of service of 0.60 miles of trails for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. With projected population growth in Whatcom County over the next six years, about 68 additional miles of trails would be needed by the year 2024 to serve the people of Whatcom County.

**Proposed Improvement Projects**

Trail improvement projects and associated facilities, totaling almost $7.3 million, are proposed over the six-year planning period. These projects would add almost 27 trail miles (the South Fork Park trails project would add 5 miles and the Lake Whatcom trails project would add 21.8 miles).

While there is a shortfall in trail miles provided by the County, there are other trails that are owned/maintained by a variety of agencies or jurisdictions that provide recreational opportunities for Whatcom County residents and visitors.

**Activity Centers**

There are currently 13 activity centers that provide a variety of year-round programs for various age groups. The activity center inventory is shown below.

**Table 3. Existing Activity Centers**

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Activity Center Name and Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bay Horizon, 7511 Gemini Street</td>
</tr>
<tr>
<td>2</td>
<td>Bellingham Senior Activity Center, 315 Halleck Street</td>
</tr>
<tr>
<td>3</td>
<td>Blaine Community Senior Center, 763 G Street</td>
</tr>
<tr>
<td>4</td>
<td>East Whatcom Regional Resource Center, 8251 Kendall Rd.</td>
</tr>
<tr>
<td>5</td>
<td>Everson Senior Center, 111 W. Main Street</td>
</tr>
<tr>
<td>6</td>
<td>Ferndale Senior Center, 1999 Cherry Street</td>
</tr>
<tr>
<td>7</td>
<td>Lynden Senior Center, 401 Grover Street</td>
</tr>
<tr>
<td>8</td>
<td>Plantation Rifle Range, 5102 Samish Way</td>
</tr>
<tr>
<td>9</td>
<td>Point Roberts Senior Center, 1487 Gulf Road</td>
</tr>
<tr>
<td>10</td>
<td>Roeder Home, 2600 Sunset Dr.</td>
</tr>
<tr>
<td>11</td>
<td>Sumas Senior Center, 461 2nd Street</td>
</tr>
<tr>
<td>12</td>
<td>Van Zandt Community Hall, 4106 Valley Highway</td>
</tr>
<tr>
<td>13</td>
<td>Welcome Senior Center, 5103 Mosquito Lake Rd.</td>
</tr>
</tbody>
</table>

Note: The Blaine, Everson, Lynden and Sumas Centers are owned by these respective cities. The Point Roberts Center is owned by the Point Roberts Park District. Whatcom County provides and/or contracts for senior activities and recreational programming at these centers.

**Future Needs**

The Whatcom County Comprehensive Plan does not contain a level of service standard for activity centers. Rather, Comprehensive Plan Policy 4F-5 states:

Continue to provide and support activity centers, including senior centers, to serve the growing population of Whatcom County by the following methods, as needed, which are listed in priority order: (1) implementing programming
changes, (2) adding space to existing centers, and/or (3) establishing new centers.

**Proposed Improvement Projects**

One activity improvement project, which will add new multi-use buildings at the East Whatcom Regional Resource Center, is proposed. This project will cost over $2 million within the six-year planning period.

**Six-Year Capital Improvement Program**

The park, trail, and activity center projects planned over the next six years are shown below.

Table 4. Park, Trail, and Activity Center Projects Planned Over the Next Six Years

<table>
<thead>
<tr>
<th>Project #</th>
<th>Funding Source</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hovander/Tennant Paintworks</td>
<td>1</td>
<td>75,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>75,500</td>
</tr>
<tr>
<td>2</td>
<td>Gerduin House Museum Renovation (at Silver Lake)</td>
<td>1</td>
<td>50,200</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,200</td>
</tr>
<tr>
<td>3</td>
<td>Semiahmoo Park - Siding &amp; Paint</td>
<td>1</td>
<td>57,200</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>57,200</td>
</tr>
<tr>
<td>4</td>
<td>Demo Bay Horizon Hostel/Silver Lake Bldgs</td>
<td>1</td>
<td>500,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500,500</td>
</tr>
<tr>
<td>5</td>
<td>Silver Lake Campground, Access &amp; Restrooms</td>
<td>1</td>
<td>2,225,000</td>
<td>1,028,000</td>
<td>1,005,000</td>
<td>1,115,000</td>
<td>450,000</td>
<td>825,000</td>
</tr>
<tr>
<td>6</td>
<td>Silver Lake Cabins Capital Maint.</td>
<td>1</td>
<td>51,100</td>
<td>53,700</td>
<td>57,298</td>
<td>59,800</td>
<td>62,700</td>
<td>284,598</td>
</tr>
<tr>
<td>7</td>
<td>South Fork Phase II Bridges &amp; Connector Trails</td>
<td>1</td>
<td>110,000</td>
<td>93,000</td>
<td>385,000</td>
<td>410,000</td>
<td></td>
<td>958,000</td>
</tr>
<tr>
<td>8</td>
<td>Lake Whatcom Park Trailhead Improvements</td>
<td>1</td>
<td>370,000</td>
<td>155,000</td>
<td>1,220,000</td>
<td>635,000</td>
<td></td>
<td>2,380,000</td>
</tr>
<tr>
<td>9</td>
<td>Lake Whatcom Area Trail Development</td>
<td>1, 2</td>
<td>574,000</td>
<td>441,000</td>
<td>477,000</td>
<td>508,000</td>
<td>538,000</td>
<td>535,000</td>
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<tr>
<td>10</td>
<td>Hovander Park Animal Exhibit</td>
<td>1, 3</td>
<td>39,500</td>
<td>39,500</td>
<td></td>
<td></td>
<td></td>
<td>39,500</td>
</tr>
<tr>
<td>11</td>
<td>Hovander Park Picnic Shelters</td>
<td>1</td>
<td>39,500</td>
<td>328,000</td>
<td></td>
<td></td>
<td></td>
<td>367,500</td>
</tr>
<tr>
<td>12</td>
<td>Tennant Lake Interpretive Center Remodel</td>
<td>1</td>
<td>30,000</td>
<td>11,000</td>
<td>220,000</td>
<td></td>
<td></td>
<td>261,000</td>
</tr>
<tr>
<td>13</td>
<td>Hovander Park Roadway &amp; Access Improvements</td>
<td>1</td>
<td>385,000</td>
<td>120,000</td>
<td>1,375,000</td>
<td>550,000</td>
<td>450,000</td>
<td>2,430,000</td>
</tr>
<tr>
<td>14</td>
<td>Various Locations - Access and General Maintenance</td>
<td>1</td>
<td>75,000</td>
<td>75,000</td>
<td>75,000</td>
<td>75,000</td>
<td>75,000</td>
<td>450,000</td>
</tr>
<tr>
<td>15</td>
<td>Maple Falls Park Trailhead</td>
<td>1</td>
<td>100,000</td>
<td>145,000</td>
<td>565,000</td>
<td></td>
<td></td>
<td>810,000</td>
</tr>
<tr>
<td>16</td>
<td>Birch Bay Beach Park Development</td>
<td>1, 4, 5</td>
<td>250,000</td>
<td>260,000</td>
<td>3,433,000</td>
<td>72,500</td>
<td></td>
<td>4,020,500</td>
</tr>
<tr>
<td>17</td>
<td>Nessett Farm - Remodel &amp; restroom</td>
<td>6</td>
<td>100,000</td>
<td>455,000</td>
<td>135,000</td>
<td></td>
<td></td>
<td>680,000</td>
</tr>
<tr>
<td>18</td>
<td>East Whatcom Regional Resource Center - Buildings</td>
<td>1, 2, 3, 7, 8</td>
<td>2,018,578</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,018,578</td>
</tr>
</tbody>
</table>

**Funding Sources:**
1. REET
2. State Grant
3. Donations
4. Park and Recreation District
5. Parks Special Revenue Fund
6. Nessett Foundation
7. Community Development Block Grant
8. State Capital Budget

Whatcom County Comprehensive Plan  F-8  305
Chapter 3 – Maintenance and Operations

Existing Maintenance and Operations Space
The 2018 inventory of maintenance & operations/facilities management space is 70,681 square feet. This inventory is shown below.

Table 5. Existing Space

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Central Shop, 901 W. Smith Rd. (Maintenance and Operations)</td>
<td>35,773</td>
</tr>
<tr>
<td>2</td>
<td>3720 Williamson Way (Facilities Management)</td>
<td>31,248</td>
</tr>
<tr>
<td>3</td>
<td>Minimum Security Correction Facility - 2030 Division St. (Facilities Management Storage)</td>
<td>3,660</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>70,681</td>
</tr>
</tbody>
</table>

Future Needs
The Whatcom County Comprehensive Plan does not contain a level of service standard for maintenance and operations. The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects
Improvement and maintenance projects on existing buildings and sites over the six-year planning period total $686,000 as shown below.

Table 6. Proposed Government Building and Site Improvement Projects

<table>
<thead>
<tr>
<th>Maintenance &amp; Operations</th>
<th>Funding Source</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Replace Outdoor Security Camera System (Central Shop)</td>
<td>1</td>
<td>120,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>120,000</td>
</tr>
<tr>
<td>2. Replace Sewer Line (Central Shop)</td>
<td>1</td>
<td>66,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>66,000</td>
</tr>
<tr>
<td>3. Vactor Truck/Equipment Storage Building (Central Shop)</td>
<td>2</td>
<td>170,000</td>
<td>330,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>356,000</td>
<td>330,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>686,000</td>
</tr>
</tbody>
</table>

Funding Sources
1. Equipment Rental & Revolving (ER&R) Fund
2. Road Fund
Chapter 4 – General Government Buildings and Sites

Existing Office Space

The 2018 inventory of County government office space is 306,691 square feet at eight locations. This inventory is shown below.

Table 7. Existing County Government Office Space

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Civic Center Annex (322 North Commercial)</td>
<td>30,000</td>
</tr>
<tr>
<td>2</td>
<td>Central Plaza Building (215 N. Commercial)</td>
<td>10,307</td>
</tr>
<tr>
<td>3</td>
<td>County Courthouse (311 Grand Avenue)</td>
<td>200,000</td>
</tr>
<tr>
<td>4</td>
<td>Forest St. Annex (1000 North Forest St.)</td>
<td>14,000</td>
</tr>
<tr>
<td>5</td>
<td>509 Girard St.</td>
<td>13,189</td>
</tr>
<tr>
<td>6</td>
<td>3373 Mt. Baker Highway</td>
<td>2,110</td>
</tr>
<tr>
<td>7</td>
<td>1500 N. State St.</td>
<td>16,820</td>
</tr>
<tr>
<td>8</td>
<td>Northwest Annex (5280 Northwest Dr.)</td>
<td>20,265</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>306,691</strong></td>
</tr>
</tbody>
</table>

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for general government buildings. The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total more than $32 million as shown below.

Table 8. Proposed Government Building and Site Improvement Projects

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Courthouse Exterior (311 Grand Ave)</td>
<td>1, 2</td>
<td>1,224,135</td>
<td>892,917</td>
<td>1,170,775</td>
<td>1,258,207</td>
<td>729,229</td>
<td>644,051</td>
</tr>
<tr>
<td>2 Prox/Security Access Control Panels (various locations)</td>
<td>1</td>
<td>238,000</td>
<td>238,000</td>
<td></td>
<td></td>
<td></td>
<td>238,000</td>
</tr>
<tr>
<td>3 Access Controls/Gate (211 E. Champion)</td>
<td>2</td>
<td>89,000</td>
<td>89,000</td>
<td></td>
<td></td>
<td></td>
<td>89,000</td>
</tr>
<tr>
<td>4 Asphalt Patching/Sidewalks (various locations)</td>
<td>1</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>300,000</td>
</tr>
<tr>
<td>5 Improvements (1000 N. Forest St)</td>
<td>1</td>
<td>65,000</td>
<td>65,000</td>
<td></td>
<td></td>
<td></td>
<td>65,000</td>
</tr>
<tr>
<td>6 Improvements (1500 N. State St)</td>
<td>2, 3</td>
<td>2,270,000</td>
<td>1,341,456</td>
<td>2,240,000</td>
<td>2,240,000</td>
<td></td>
<td>8,091,456</td>
</tr>
<tr>
<td>7 Relocate Morgue</td>
<td>1</td>
<td>400,000</td>
<td>1,600,000</td>
<td>2,000,000</td>
<td></td>
<td></td>
<td>2,000,000</td>
</tr>
<tr>
<td>8 Northwest Annex (tenant improvements for new location)</td>
<td>2</td>
<td>260,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>260,000</td>
</tr>
<tr>
<td>9 Interior Painting &amp; Carpets (various locations)</td>
<td>1</td>
<td>115,000</td>
<td>115,000</td>
<td>115,000</td>
<td>115,000</td>
<td>115,000</td>
<td>690,000</td>
</tr>
<tr>
<td>10 Central Plaza Debt Service</td>
<td>1</td>
<td>124,000</td>
<td>124,000</td>
<td>124,000</td>
<td>124,000</td>
<td>124,000</td>
<td>744,000</td>
</tr>
<tr>
<td>11 Civic Center Remodel (322 N Commercial)</td>
<td>4, 8</td>
<td>625,000</td>
<td>3,288,500</td>
<td>10,000</td>
<td></td>
<td></td>
<td>3,923,500</td>
</tr>
<tr>
<td>12 Civic Center Access Controls/Cameras (322 N Commercial)</td>
<td>4</td>
<td>105,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>105,000</td>
</tr>
<tr>
<td>13 Triage Center (2026 Division St.)</td>
<td>5, 6, 7</td>
<td>9,400,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9,400,000</td>
</tr>
<tr>
<td>14 Courthouse Maintenance and Tenant Improvements (311 Grand Ave)</td>
<td>1, 2</td>
<td>350,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>350,000</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>35,315,135</strong></td>
<td><strong>7,411,873</strong></td>
<td><strong>3,709,775</strong></td>
<td><strong>3,787,207</strong></td>
<td><strong>1,018,229</strong></td>
<td><strong>933,051</strong></td>
<td><strong>32,175,270</strong></td>
</tr>
</tbody>
</table>

Funding Sources

1. Real Estate Excise Tax (REET)
2. Economic Development Initiative (EDI)
3. State Street Building Acquisition and Improvement Fund
4. Road Fund
5. Behavior Health Program Fund
6. State Capital Budget
7. State Grant
8. Civic Center Building Improvement Fund
Chapter 5 – Sheriff’s Office

Existing Sheriff’s Office Space

The 2018 inventory of Sheriff’s office space is 23,326 square feet. This inventory is shown below.

Table 9. Existing Sheriff’s Facilities

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Safety Building (311 Grand Ave)</td>
<td>15,102</td>
</tr>
<tr>
<td>2</td>
<td>Minimum Security Correction Facility (2030 Division St.)</td>
<td>6,000</td>
</tr>
<tr>
<td>3</td>
<td>Laurel Substation (194 W. Laurel Rd.)</td>
<td>1,800</td>
</tr>
<tr>
<td>4</td>
<td>East Whatcom Regional Resource Center (8251 Kendall Road)</td>
<td>144</td>
</tr>
<tr>
<td>5</td>
<td>Birch Bay Fire Hall</td>
<td>192</td>
</tr>
<tr>
<td>6</td>
<td>Nugent’s Corner Fire Hall</td>
<td>88</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>23,326</strong></td>
</tr>
</tbody>
</table>

Notes: The Sheriff’s Office also has storage facilities at various locations in Whatcom County. The County has two mobile homes and an old detention facility in Point Roberts. The resident deputies operate out of their homes or utilize space at the U.S. Customs office at the border.

Sheriff’s Office facilities include shared space at local fire districts, which is rented or leased space not solely dedicated to Sheriff’s Office use. This space is available depending on Fire District needs and is generally subject to change with short notice.

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for Sheriff’s Office facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

Maintain Sheriff’s Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates... Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.
Proposed Improvement Projects

A new public safety radio system will be constructed and installed within the six-year planning period. This comprehensive radio system update will include infrastructure (such as towers), radio systems in buildings, radios in vehicles, and hand-held radios. The system costs $4 million, as shown below.

Table 10. Proposed Sheriff’s Office Improvement Projects

<table>
<thead>
<tr>
<th>Project #</th>
<th>Funding Source</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Public Safety Radio System</td>
<td>1</td>
<td>873,000</td>
<td>3,127,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,000,000</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>873,000</td>
<td>3,127,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,000,000</td>
</tr>
</tbody>
</table>

**Funding Source**
1. Economic Development Initiative (EDI)
Chapter 6 – Emergency Management

Existing Emergency Management Space
The 2018 inventory of Sheriff’s Office, Division of Emergency Management space is 24,000 square feet, located at the Whatcom Unified Emergency Coordination Center (WUECC). Rented by and shared between both Whatcom County and the City of Bellingham, the WUECC is comprised of 2,000 square feet of office space and an additional 22,000 square feet of support facilities (used for meetings, training, exercises, and during emergencies). The WUECC serves as the Emergency Operations Center for both the County and the City.

Table 11. Existing Emergency Management/EOC Facilities

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Whatcom Unified Emergency Coordination Center</td>
<td>24,000</td>
</tr>
<tr>
<td></td>
<td>3888 Sound Way, Bellingham</td>
<td></td>
</tr>
</tbody>
</table>

Future Needs
The Whatcom County Comprehensive Plan does not contain a level of service standard for emergency management facilities. Rather, Comprehensive Plan Policy 4D-4 is to:

Maintain adequate facilities for daily emergency management activities and, during an emergency or disaster, for the emergency operations center. The facilities will provide sufficient space for activities relating to emergency/disaster planning, mitigation, response and recovery. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects
The emergency management projects planned over the next six years are shown below.

Table 12. Emergency Management Improvement Projects

<table>
<thead>
<tr>
<th>Project #</th>
<th>Funding Source</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WUECC · HVAC Improvements</td>
<td>1, 2</td>
<td>20,000</td>
<td>70,000</td>
<td></td>
<td></td>
<td></td>
<td>90,000</td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td>20,000</td>
<td>70,000</td>
<td></td>
<td></td>
<td></td>
<td>90,000</td>
</tr>
</tbody>
</table>

Funding Source
1. REET
2. City of Bellingham Cost Share
Chapter 7 – Adult Corrections

Existing Jail Facilities
The County’s Main Jail was designed and originally built to hold 148 beds, although with some limited remodeling and the use of double bunking, the operational capacity of the main jail should be for the use of 212 beds. Additionally, the jail is currently not in compliance with the Building/Fire Codes for double bunking, although a plan has been approved to bring it into partial compliance. Over the next several years the downtown jail will undergo major construction work which may reduce the available jail beds for an undetermined length of time. Whatcom County completed construction of a 150 bed minimum security correction facility on Division St. in 2006. The Main Jail is located in the Public Safety Building next to the County Courthouse in downtown Bellingham and the Minimum Security Correction Facility is located in the Bakerview Rd. industrial area.

Table 13. Existing Jail Beds

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Jail Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Safety Building (311 Grand Ave.)</td>
<td>212</td>
</tr>
<tr>
<td>2</td>
<td>Minimum Security Correction Facility (2030 Division St.)</td>
<td>150</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>362</strong></td>
</tr>
</tbody>
</table>

Future Needs
There are serious concerns among law and justice officials relating to jail facility needs in the community. This need has been documented by recommendations from the Whatcom County Law and Justice Plan Phase II Report (June 2000), in a report entitled Operational Review of the Whatcom County, Washington Jail (March 2004), in the Whatcom County Jail Planning Task Force Recommendations (Dec. 2011 and March 2012), the Whatcom County Adult Corrections Facilities & Sheriff’s Headquarters Pre-Design Report (Sept. 2013), and the Building Assessment Studies and Cost Estimates for Capital Improvements at the Jail (Public Safety Building) (Sept. 2017).

The Whatcom County Comprehensive Plan does not contain a level of service standard for jail facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

Maintain Sheriff’s Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates. The number of jail beds in adult corrections facilities will be determined after review of multiple factors, including projected population growth, State sentencing laws, alternative programs, treatment diversion programs, early release programs, the need to separate violent inmates, the need to separate inmates by gender, the need to separate inmates by other classification considerations, average length of stay, peak inmate populations and available funding. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.
Proposed Improvement Projects

The adult corrections projects planned over the next six years are shown below.

Table 14. Proposed Jail Improvement Projects

<table>
<thead>
<tr>
<th>Project #</th>
<th>Funding Source</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jail Improvements 1, 2</td>
<td>3,425,000</td>
<td>7,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,425,000</td>
</tr>
<tr>
<td>2</td>
<td>Jail Work Center Walls 2</td>
<td>150,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>150,000</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>3,575,000</td>
<td>7,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10,575,000</td>
</tr>
</tbody>
</table>

Funding Sources
1. REET
2. General Fund
Chapter 8 – Juvenile Detention

Existing Juvenile Detention Facilities

The 2018 inventory of County juvenile detention facilities includes 32 beds serving the countywide population. The juvenile detention facility is located on the sixth floor of the County Courthouse at 311 Grand Avenue.

Table 15. Existing Juvenile Detention Beds

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>County Courthouse (311 Grand Ave.)</td>
<td>32</td>
</tr>
</tbody>
</table>

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for juvenile detention facilities. Rather, Comprehensive Plan Policy 4D-3 is to:

Maintain juvenile detention facilities and alternative corrections programs to provide safe and secure methods to provide accountability and support for minors who break the law. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

There are no capital improvement projects planned in the six-year planning period.
Chapter 9 – Transportation

Existing Roads

The 2017 inventory shows a total of 938.57 miles of County roads. Additionally, there are 217.5 miles of state highways in Whatcom County (including I-5). Therefore, there are approximately 1,156 miles of public roads in Whatcom County.

Future Needs

The Whatcom County Comprehensive Plan sets level of service (LOS) standards for County roads. Future traffic and the level of service for roads can be forecasted using computer-modeling software. The Whatcom Council of Governments forecasts future traffic utilizing a computer transportation model. This modeling effort will inform transportation planning in Whatcom County.

Whatcom County accomplishes planning for County road improvements by approving a Six-Year Transportation Improvement Program each year, as required by RCW 36.81.121.

Proposed Improvement Projects

The Whatcom County Six-Year Transportation Improvement Program includes preliminary planning for three proposed new road projects:

- Horton Road Connector (between Northwest Drive and Aldrich Road);
- Slater Road Connector (between Northwest Drive and Aldrich Road); and
- Lincoln Road extension (between Harborview Road and Blaine Road).

While these three projects are on the Six-Year Transportation Improvement Program, construction is not anticipated within the six-year planning period. Rather, preliminary engineering to determine project feasibility may be initiated within this time frame.

The six-year plan contains a variety of projects, including bridge replacements, intersection improvements, reconstruction projects, and the Birch Bay Drive & Pedestrian Facility improvements, which include pedestrian and non-motorized enhancements along Birch Bay Dr.
Existing Ferry Facilities

Whatcom County currently has one ferry vessel serving Lummi Island. The ferry runs between Lummi Island and Gooseberry Point on a daily basis.

Future Needs

Whatcom County Comprehensive Plan Policy 6A-1 establishes the following LOS standard for the ferry:

The Lummi Island Ferry Advisory Committee (LIFAC) is cooperating with Public Works to develop an updated LOS standard. LIFAC will present a revision to this section when that work is complete. The interim LOS is calculated using the scheduled trips, the estimated car units of the ferry and the Small Area Estimates Program (SAEP) population figure. The interim standard is established at 439 (LOS = (Scheduled one way trips X estimated car units for the boat) X 2/ SAEP [Small Area Estimate Program] Population figure from OFM for Lummi Island).

The Special Programs Manager for the County Public Works Department confirmed that the ferry service currently meets the interim LOS standard.

Proposed Improvement Projects

The Six-Year Transportation Improvement Program includes construction of ferry terminal improvements, preliminary engineering for replacing the Whatcom Chief, and preliminary engineering and right-of-way acquisition for relocation of the ferry terminal.

Total Transportation Costs

Transportation projects, including road and ferry projects, total approximately $40.6 million over the six-year planning period. This includes approximately $31.4 million in local funds, with the remainder coming from the State and Federal governments.
Chapter 10 – Stormwater Facilities

Existing Stormwater Management Facilities

The Public Works Department is responsible for design, engineering, and construction of county-owned stormwater facilities. Many stormwater facilities are road-related stormwater conveyance systems such as culverts and ditches on and adjacent to county roads. Others are off right-of-way facilities that control storm flows and improve water quality.

In response to increasing federal and state mandates to manage stormwater and the public’s desire to improve stewardship of sensitive watersheds, Whatcom County established a Stormwater Division in 2005. The Stormwater Division is responsible for planning, designing, engineering, and construction of stormwater facilities. Inventories of existing stormwater facilities are maintained by the Public Works Department. The Engineering Services Division maintains an inventory of all road-related facilities. The Stormwater Division maintains an inventory of public and private stormwater facilities in the area covered by the County’s NPDES Phase II permit for Municipal Separate Storm Sewer Systems. This inventory includes ditches, culverts, catch basins, vaults, ponds, and swales. Completed Stormwater Construction Projects since the Stormwater Division was created in 2005 are listed below.

Table 16. Completed Stormwater Construction Projects Since 2005

<table>
<thead>
<tr>
<th>Existing Site No.</th>
<th>Watershed</th>
<th>Facility Name</th>
<th>Year Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lake Whatcom</td>
<td>Geneva Stormwater Retreats</td>
<td>2006</td>
</tr>
<tr>
<td>2</td>
<td>Lake Whatcom</td>
<td>Cable Street Reconstruction &amp; Stormwater Improvements</td>
<td>2007</td>
</tr>
<tr>
<td>3</td>
<td>Lake Whatcom</td>
<td>Lahti Drive Stormwater Improvements</td>
<td>2010</td>
</tr>
<tr>
<td>4</td>
<td>Lake Whatcom</td>
<td>Silver Beach Creek Improvements - Brownsville Drive to E. 16th Place</td>
<td>2011</td>
</tr>
<tr>
<td>5</td>
<td>Lake Whatcom</td>
<td>Silver Beach Creek Improvements - West Tributary</td>
<td>2012</td>
</tr>
<tr>
<td>6</td>
<td>Lake Whatcom</td>
<td>Coronado-Fremont Stormwater Improvements</td>
<td>2014</td>
</tr>
<tr>
<td>7</td>
<td>Lake Whatcom</td>
<td>Cedar Hills-Euclid Stormwater Improvements</td>
<td>2016</td>
</tr>
</tbody>
</table>

Figure 1. Lake Whatcom Cedar Hills-Euclid Stormwater Improvements
Whatcom County Public Works regularly seeks and is awarded grant money that contributes to the design and construction of these stormwater projects that improve water quality through treatment systems and stream stabilization.

Future Needs

An increasing emphasis on the protection of sensitive watersheds has resulted in the adoption of comprehensive stormwater plans, including plans for Lake Whatcom and Birch Bay. The adopted plans identify work towards planning, design, engineering, and construction of capital projects intended to address stormwater issues.

Proposed Improvement Projects

Stormwater improvement projects totaling almost $10.5 million are proposed over the six-year planning period as shown below. These costs would be paid by Real Estate Excise Tax (REET) and funding from the Birch Bay Watershed and Aquatic Resources Management District (BBWARM).

Table 17. Proposed Stormwater Improvement Projects

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Funding Source</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Agate Heights/Bay Ln Stormwater - Phase II</td>
<td>1</td>
<td>750,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>750,000</td>
<td></td>
</tr>
<tr>
<td>2 Edgewater Lane Stormwater</td>
<td>1</td>
<td>170,000</td>
<td>472,500</td>
<td></td>
<td></td>
<td></td>
<td>642,500</td>
<td></td>
</tr>
<tr>
<td>3 Civic Center Parking Lot Stormwater</td>
<td>1</td>
<td>50,000</td>
<td>105,000</td>
<td>357,500</td>
<td></td>
<td></td>
<td>512,500</td>
<td></td>
</tr>
<tr>
<td>4 Silver Beach Creek Stormwater</td>
<td>1</td>
<td>30,000</td>
<td>105,000</td>
<td>319,000</td>
<td>161,000</td>
<td>750,000</td>
<td>1,365,000</td>
<td></td>
</tr>
<tr>
<td>5 Sudden Valley Stormwater</td>
<td>1</td>
<td>15,000</td>
<td>42,000</td>
<td>132,000</td>
<td>661,250</td>
<td></td>
<td>850,250</td>
<td></td>
</tr>
<tr>
<td>6 Lowell - Cedarbrook Stormwater</td>
<td>1</td>
<td></td>
<td>148,500</td>
<td>86,250</td>
<td>696,000</td>
<td></td>
<td>930,750</td>
<td></td>
</tr>
<tr>
<td>7 Glen Cove - Lakeside Stormwater</td>
<td>1</td>
<td></td>
<td></td>
<td>155,250</td>
<td>90,000</td>
<td>512,500</td>
<td>757,750</td>
<td></td>
</tr>
<tr>
<td>8 South Bay Drive Stormwater</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>174,000</td>
<td>93,750</td>
<td>267,750</td>
<td></td>
</tr>
<tr>
<td>9 Strawberry Point Stormwater</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>156,250</td>
<td>156,250</td>
<td></td>
</tr>
<tr>
<td>10 Shallow Shore Drive - Culvert</td>
<td>1, 2</td>
<td></td>
<td>50,000</td>
<td></td>
<td></td>
<td></td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>11 Birch Bay Dr/Petticoat Lane - Storm Drain</td>
<td>1, 2</td>
<td></td>
<td>810,000</td>
<td></td>
<td></td>
<td></td>
<td>810,000</td>
<td></td>
</tr>
<tr>
<td>12 Harborview Rd/Birch Bay Dr. - Storm Drainage</td>
<td>1, 2</td>
<td></td>
<td>1,300,000</td>
<td></td>
<td></td>
<td></td>
<td>1,300,000</td>
<td></td>
</tr>
<tr>
<td>13 Lora Lane - Drainage &amp; Tide Gate Modifications</td>
<td>1, 2</td>
<td></td>
<td>50,000</td>
<td>30,000</td>
<td>320,000</td>
<td></td>
<td>400,000</td>
<td></td>
</tr>
<tr>
<td>14 Semiahmoo Dr. - Drainage Improvements (North)</td>
<td>1</td>
<td></td>
<td>50,000</td>
<td></td>
<td>150,000</td>
<td></td>
<td>200,000</td>
<td></td>
</tr>
<tr>
<td>15 Holeman Ave. - Storm Drain</td>
<td>1, 2</td>
<td></td>
<td>85,000</td>
<td></td>
<td>200,000</td>
<td></td>
<td>285,000</td>
<td></td>
</tr>
<tr>
<td>16 Wooldridge Ave. - Stormwater Improvements</td>
<td>1, 2</td>
<td></td>
<td></td>
<td>200,000</td>
<td>20,000</td>
<td>1,000,000</td>
<td>1,220,000</td>
<td></td>
</tr>
</tbody>
</table>

**Stormwater Totals**

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,875,000</td>
<td>2,154,500</td>
<td>1,362,000</td>
<td>1,413,750</td>
<td>1,180,000</td>
<td>2,512,500</td>
<td>10,497,750</td>
</tr>
</tbody>
</table>

Funding Sources:
1. REET
2. BBWARM

**Whatcom County Comprehensive Plan**

F-20

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Chapter 11 – Total Costs
Total Costs for the six-year planning period are shown below.

Table 18. Total Costs for the Six-Year Planning Period

<table>
<thead>
<tr>
<th></th>
<th>Total Costs 2019-2024</th>
<th>Percent of Total Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks, Trails, and Activity Centers</td>
<td>25,369,076</td>
<td>20.46%</td>
</tr>
<tr>
<td>Maintenance and Operations</td>
<td>686,000</td>
<td>0.55%</td>
</tr>
<tr>
<td>General Government Buildings and Sites</td>
<td>32,175,270</td>
<td>25.95%</td>
</tr>
<tr>
<td>Sheriff’s Office</td>
<td>4,000,000</td>
<td>3.23%</td>
</tr>
<tr>
<td>Emergency Management</td>
<td>90,000</td>
<td>0.07%</td>
</tr>
<tr>
<td>Adult Corrections</td>
<td>10,575,000</td>
<td>8.53%</td>
</tr>
<tr>
<td>Juvenile Detention</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Transportation</td>
<td>40,612,000</td>
<td>32.75%</td>
</tr>
<tr>
<td>Stormwater Facilities</td>
<td>10,497,750</td>
<td>8.47%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>124,005,096</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

The County plans to undertake capital improvement projects costing approximately $124 million between 2019 and 2024, which will be financed with a combination of local, state, federal, and other funding sources.
Exhibit B
(Repeal Existing CIP)

Six-Year
Capital Improvement Program
For Whatcom County Facilities
2017–2022

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Chapter 1—Introduction

The Growth Management Act requires that the County’s Comprehensive Plan include a “capital facilities plan element” (RCW 36.70A.070(3)). The Whatcom County Comprehensive Plan calls for the County to develop and update the Six-Year Capital Improvement Program (CIP) for County projects every two years. The main purpose of the Capital Improvement Program is to identify priority capital improvement projects and estimated costs, outline a schedule for project completion, and designate funding sources for these projects based on a review of existing and projected population and revenue conditions for the six-year planning period.

Growth-Management-Act-Requirements

According to the Growth Management Act, a county’s capital facilities plan must include five items, which are shown below:

A. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

Current inventories of existing County capital facilities, based upon information provided by various County departments, are included in each chapter of this document.

B. A forecast of the future needs for such capital facilities.

Chapter 4 of the Whatcom County Comprehensive Plan establishes numerical “level of service” standards for County parks and trails and contains policies relating to other County facilities. Capital facility needs are forecasted over the six-year planning period by applying the adopted level of service standards to the expected population in the year 2022 and by considering other relevant factors.

C. Proposed locations and capacities of expanded or new capital facilities.

General locations and capacities (trail miles, jail beds, etc.) of proposed County facilities are indicated in this document.

D. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

This Six-Year Capital Improvement Program presents costs and funding sources for proposed County capital facilities (all figures are in 2016 dollars). There are a variety of funding sources that the County utilizes to pay for capital facilities, including real estate excise taxes, the Public Utilities Improvement Fund (also known as the Rural Sales Tax Fund, Economic Development Initiative Fund or EDI Fund), Road Fund, state grants, federal grants and a variety of other funds. It is anticipated that the County’s largest project in the six-year planning period, the new jail, will require voter approval of an additional revenue stream.

E. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.
Finally, in accordance with the Growth Management Act, a requirement to reassess the land use element of the Comprehensive Plan if probable funding falls short of meeting existing needs and to ensure consistency between plans already exists in the Comprehensive Plan (Policy 4A-4).

Charter Provisions and the County Budget

In addition to Growth Management Act provisions relating to capital facilities, Section 6.30 of the County Charter also requires the County to include a six-year capital improvement program as part of the budget. Appropriations for 2017–2018 capital projects may be included in the biennial budget or may be adopted through the supplemental budget process. Ultimate funding for capital improvement projects is subject to County Council authorization in the adopted budget. Costs identified for 2019–2022 are included for planning purposes and review of potential future needs, but not for budget authorization at this time.
Chapter 2—Parks, Trails, and Activity Centers

Parks

The 2016 inventory of County parks and open space areas is over 14,700 acres. This inventory is shown below:

Table 1. Existing Parks

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Park Name and Location</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bay Horizon Park, 7467 Gemini St., Birch Bay</td>
<td>69.8</td>
</tr>
<tr>
<td>2</td>
<td>Boulevard Park, 471 Bayview Dr.</td>
<td>1.8</td>
</tr>
<tr>
<td>3</td>
<td>Broadway Beach Access, 7497 Birch Bay Dr.</td>
<td>0.1</td>
</tr>
<tr>
<td>4</td>
<td>Canyon Lake Community Forest</td>
<td>2,394.4</td>
</tr>
<tr>
<td>5</td>
<td>Chuckanut Mountain Park</td>
<td>973.1</td>
</tr>
<tr>
<td>6</td>
<td>Cottonwood Beach Access, 8191 Birch Bay Dr.</td>
<td>4.6</td>
</tr>
<tr>
<td>7</td>
<td>Deming Eagle Homestead Park, 5615 Truck Rd.</td>
<td>28.5</td>
</tr>
<tr>
<td>8</td>
<td>Hovander Homestead Park and Tennant Lake, 5299 Nielsen Rd.</td>
<td>338.3</td>
</tr>
<tr>
<td>9</td>
<td>Jackson Rd. Beach Access, Birch Bay</td>
<td>0.2</td>
</tr>
<tr>
<td>10</td>
<td>Jensen Family Forest Park, 8051 Stein Rd.</td>
<td>21.7</td>
</tr>
<tr>
<td>11</td>
<td>Josh VanderYacht Park, 4106 Valley Highway</td>
<td>2.2</td>
</tr>
<tr>
<td>12</td>
<td>Lake Whatcom Park, 3220 North Shore Rd.</td>
<td>4,686.5</td>
</tr>
<tr>
<td>13</td>
<td>Lighthouse Marine Park, 811 Marine Dr. in Point Roberts</td>
<td>24.3</td>
</tr>
<tr>
<td>14</td>
<td>Lily Point Marine Park, 2315 APA Rd. in Point Roberts</td>
<td>274.0</td>
</tr>
<tr>
<td>15</td>
<td>Little Squalicum Park, 640 Marine Dr.</td>
<td>13.7</td>
</tr>
<tr>
<td>16</td>
<td>Lookout Mountain Forest Preserve</td>
<td>4,430.3</td>
</tr>
<tr>
<td>17</td>
<td>Lummi Island Beach Access, 2198 N. Nugent Rd.</td>
<td>0.1</td>
</tr>
<tr>
<td>18</td>
<td>Monument Park, 25 Marine Dr. in Point Roberts</td>
<td>7.3</td>
</tr>
<tr>
<td>19</td>
<td>Northwest Soccer Park/Baseball &amp; Softball Complex, 5238 Northwest Dr.</td>
<td>36.5</td>
</tr>
<tr>
<td>20</td>
<td>Nugent's Corner River Access, 3685 Mt. Baker Highway</td>
<td>16.5</td>
</tr>
<tr>
<td>21</td>
<td>Ostrom Conservation Site, 4304 South Pass Rd.</td>
<td>36.3</td>
</tr>
<tr>
<td>22</td>
<td>Point Whitehorn Marine Reserve, 6770 Koehn Rd.</td>
<td>55.3</td>
</tr>
<tr>
<td>23</td>
<td>Redwood Park, 3310 Redwood Ave.</td>
<td>0.2</td>
</tr>
<tr>
<td>24</td>
<td>Samish Park, 673 N. Lake Samish Dr.</td>
<td>26.4</td>
</tr>
<tr>
<td>25</td>
<td>Semiahmoo Park, 9261 Semiahmoo Parkway</td>
<td>304.0</td>
</tr>
<tr>
<td>26</td>
<td>Silver Lake Park, 9006 Silver Lake Rd.</td>
<td>410.4</td>
</tr>
<tr>
<td>27</td>
<td>Squires Lake Park, 2510 Nulle Rd.</td>
<td>82.3</td>
</tr>
<tr>
<td>28</td>
<td>Stimpson Family Nature Reserve, 2076 Lake Louise Rd.</td>
<td>376.1</td>
</tr>
<tr>
<td>29</td>
<td>Sunset Beach, 2580 West Shore Dr. on Lummi Island</td>
<td>5.4</td>
</tr>
<tr>
<td>30</td>
<td>Sunset Farm Park, 7977 Blaine Rd.</td>
<td>70.0</td>
</tr>
<tr>
<td>31</td>
<td>Ted Edwards Park, 4150 Oriental Ave.</td>
<td>3.6</td>
</tr>
<tr>
<td>32</td>
<td>Teddy Bear Cove Park, 1467 Chuckanut Dr.</td>
<td>8.8</td>
</tr>
<tr>
<td>33</td>
<td>Welcome Bridge River Access, 5585 Mosquito Lake Rd.</td>
<td>0.5</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>14,703.2</strong></td>
</tr>
</tbody>
</table>

Pursuant to RCW 36.87.130, there are also public access properties on right-of-way ends that intersect shorelines.

Future Needs

A level of service of 9.6 acres of developed parkland for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. The County’s existing parks will meet the adopted level of service over the six-year planning
period. However, the County is proposing park improvement projects to increase quality of existing park facilities and develop the Birch Bay Community Park to meet the longer-term needs of a growing population.

**Proposed Improvement Projects**

Park improvement projects, totaling more than $2.2 million, are proposed over the six-year planning period. These costs would be paid by real estate excise taxes (REET), state grants, and the Nesset Foundation as shown in the table at the end of this chapter.

**Trails**

Whatcom County currently has 65.46 miles of trails in various locations throughout the County. This inventory is shown below:

**Table 2: Existing Trails**

<table>
<thead>
<tr>
<th>Existing Site No.</th>
<th>Trail Name and Location</th>
<th>Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bay Horizon/Bay Crest Trail</td>
<td>0.75</td>
</tr>
<tr>
<td>2</td>
<td>Bay to Baker Maple Falls-Glacier</td>
<td>4.00</td>
</tr>
<tr>
<td>3</td>
<td>Canyon Lake Community Forest</td>
<td>7.01</td>
</tr>
<tr>
<td>4</td>
<td>Chuckanut Mountain / Pine &amp; Cedar Lakes</td>
<td>15.52</td>
</tr>
<tr>
<td>5</td>
<td>Deming Homestead Eagle Park, Truck Rd.</td>
<td>0.30</td>
</tr>
<tr>
<td>6</td>
<td>Euclid Park</td>
<td>0.05</td>
</tr>
<tr>
<td>7</td>
<td>Hovander Homestead Park</td>
<td>3.20</td>
</tr>
<tr>
<td>8</td>
<td>Interurban, Chuckanut area</td>
<td>2.80</td>
</tr>
<tr>
<td>9</td>
<td>Jensen Family Forest Park, Stein Rd. and Birch Bay Lynden Rd.</td>
<td>0.67</td>
</tr>
<tr>
<td>10</td>
<td>Lake Whatcom Park</td>
<td>4.01</td>
</tr>
<tr>
<td>11</td>
<td>Lily Point, Point Roberts</td>
<td>4.16</td>
</tr>
<tr>
<td>12</td>
<td>Lookout Mountain Forest Preserve</td>
<td>4.11</td>
</tr>
<tr>
<td></td>
<td>Maple Creek Park, 7842 Silver Lake Rd., Maple Falls</td>
<td>1.28</td>
</tr>
<tr>
<td>14</td>
<td>Monument Park, 25 Marine Dr. in Point Roberts</td>
<td>0.35</td>
</tr>
<tr>
<td>15</td>
<td>Northwest Soccer Park Trail, Smith Rd. and Northwest Dr.</td>
<td>0.38</td>
</tr>
<tr>
<td>16</td>
<td>Ostrom Conservation Site, 4304 South Pass Rd.</td>
<td>0.56</td>
</tr>
<tr>
<td>17</td>
<td>Point Whitehorn Marine Reserve, 6770 Koehn Rd, Birch Bay</td>
<td>0.81</td>
</tr>
<tr>
<td>18</td>
<td>Samish Park, 673 N. Lake Samish</td>
<td>1.66</td>
</tr>
<tr>
<td>19</td>
<td>Semiahmoo Park</td>
<td>0.63</td>
</tr>
<tr>
<td>20</td>
<td>Silver Lake Park, 9006 Silver Lake Rd.</td>
<td>5.75</td>
</tr>
<tr>
<td>21</td>
<td>Squires Lake, 2510 Nulle Rd.</td>
<td>2.88</td>
</tr>
<tr>
<td>22</td>
<td>Stimpson Family Nature Reserve, 2076 Lake Louise Rd.</td>
<td>4.02</td>
</tr>
<tr>
<td>23</td>
<td>Sunset Farm, 7977 Blaine Rd.</td>
<td>0.56</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>65.46</td>
</tr>
</tbody>
</table>

**Future Needs**

A level of service of 0.60 miles of trails for every 1,000 people in the County was adopted in the Whatcom County Comprehensive Plan. With projected population growth in Whatcom County over the next six years, about 72 additional miles of trails would be needed by the year 2022 to serve the people of Whatcom County.
Proposed Improvement Projects

Trail improvement projects and associated facilities, totaling more than $3.5 million, are proposed over the six-year planning period. These costs would be paid by REET and grants as shown in the table at the end of this chapter. These projects would add 32 trail miles (the South Fork Park Trails project would add 4 miles and the Lake Whatcom Re-conveyance Land Trails project would add 28 miles). Potential acquisitions are also being considered that may add another 44 trail miles within the six-year planning.

Activity Centers

There are currently 13 activity centers that provide a variety of year-round programs for various age groups. The activity center inventory is shown below.

Table 3. Existing Activity Centers

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Activity Center Name and Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bay Horizon, 7511 Gemini Street</td>
</tr>
<tr>
<td>2</td>
<td>Bellingham Senior Activity Center, 315 Halleck Street</td>
</tr>
<tr>
<td>3</td>
<td>Blaine Community Senior Center, 763 G Street</td>
</tr>
<tr>
<td>4</td>
<td>East Whatcom Regional Resource Center, 8251 Kendall Rd.</td>
</tr>
<tr>
<td>5</td>
<td>Everson Senior Center, 111 W. Main Street</td>
</tr>
<tr>
<td>6</td>
<td>Ferndale Senior Center, 1998 Cherry Street</td>
</tr>
<tr>
<td>7</td>
<td>Lynden Senior Center, 401 Grover Street</td>
</tr>
<tr>
<td>8</td>
<td>Plantation Rifle Range, 5102 Samish Way</td>
</tr>
<tr>
<td>9</td>
<td>Point Roberts Senior Center, 1487 Gulf Road</td>
</tr>
<tr>
<td>10</td>
<td>Roeder Home, 2600 Sunset Dr.</td>
</tr>
<tr>
<td>11</td>
<td>Sumas Senior Center, 461 2nd Street</td>
</tr>
<tr>
<td>12</td>
<td>Van Zandt Community Hall, 4106 Valley Highway</td>
</tr>
<tr>
<td>13</td>
<td>Welcome Senior Center, 5103 Mosquito Lake Rd.</td>
</tr>
</tbody>
</table>

Note: The Blaine, Everson, Lynden and Sumas Centers are owned by these respective cities. The Point Roberts Center is owned by the Point Roberts Park District. Whatcom County provides and/or contracts for senior activities and recreational programming at these centers.

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for activity centers. Rather, Comprehensive Plan Policy 4F-5 states:

Continue to provide and support activity centers, including senior centers, to serve the growing population of Whatcom County by the following methods, as needed, which are listed in priority order: (1) implementing programming changes, (2) adding space to existing centers, and/or (3) establishing new centers.

The County will budget for improvements to such facilities as needed.
Proposed Improvement Projects

One activity center improvement project, costing $125,000, is proposed over the six-year planning period. These costs would be paid by REET and a state grant as shown in the table below.

Six-Year Capital Improvement Program

The park, trail, and activity center projects planned over the next six years are shown below.

Table 4. Park, Trail, and Activity Center Projects Planned Over the Next Six Years

<table>
<thead>
<tr>
<th>Parks</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Birch Bay Community Park Development</td>
<td></td>
<td></td>
<td>30,000</td>
<td>470,000</td>
<td></td>
<td></td>
<td>500,000</td>
<td>3</td>
</tr>
<tr>
<td>Howander Park Buildings</td>
<td>100,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Demo &amp; Site Restoration Building</td>
<td>50,000</td>
<td>125,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>175,000</td>
<td>2</td>
</tr>
<tr>
<td>Howander Park Slough Bridge</td>
<td></td>
<td></td>
<td>30,000</td>
<td>100,000</td>
<td></td>
<td></td>
<td>130,000</td>
<td>2</td>
</tr>
<tr>
<td>Lighthouse Marine Park Boat Ramp</td>
<td></td>
<td></td>
<td>10,000</td>
<td>115,000</td>
<td></td>
<td></td>
<td>125,000</td>
<td>2.5</td>
</tr>
<tr>
<td>Lummi Island Overlook Stairs</td>
<td>100,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100,000</td>
<td>2</td>
</tr>
<tr>
<td>Maple Creek Bridge</td>
<td>115,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>115,000</td>
<td>2</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nessett Restroom &amp; Bridge Improvements</td>
<td></td>
<td></td>
<td>180,000</td>
<td></td>
<td></td>
<td></td>
<td>180,000</td>
<td>4</td>
</tr>
<tr>
<td>Parks Headquarters Water Distribution System</td>
<td>50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000</td>
<td>2</td>
</tr>
<tr>
<td>Samish Park Lodge-Deck Replacement</td>
<td>50,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000</td>
<td>2</td>
</tr>
<tr>
<td>Semiahmoo Facility Remodel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50,000</td>
<td></td>
<td>50,000</td>
<td>2</td>
</tr>
<tr>
<td>Silver Lake Park Bridge Replacement</td>
<td></td>
<td></td>
<td>35,000</td>
<td>175,000</td>
<td></td>
<td></td>
<td>210,000</td>
<td>2</td>
</tr>
<tr>
<td>Silver Lake Park Improvements</td>
<td></td>
<td></td>
<td>20,000</td>
<td>200,000</td>
<td>200,000</td>
<td></td>
<td>420,000</td>
<td>2</td>
</tr>
<tr>
<td>Tennant Lake/ Fragrance Garden-Walk &amp; Irrigation</td>
<td>30,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>30,000</td>
<td>2</td>
</tr>
<tr>
<td>Trails</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Whatcom Reconveyance Land Trails</td>
<td>200,000</td>
<td>343,000</td>
<td>233,000</td>
<td>363,000</td>
<td>246,000</td>
<td>380,000</td>
<td>1,755,000</td>
<td>2.3</td>
</tr>
<tr>
<td>Lake Whatcom Trailhead Improvements</td>
<td></td>
<td>-</td>
<td>105,000</td>
<td>780,000</td>
<td>-</td>
<td>-</td>
<td>975,000</td>
<td>2</td>
</tr>
<tr>
<td>Lake Whatcom Trailhead Restrooms</td>
<td>110,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>110,000</td>
<td>2.5</td>
</tr>
<tr>
<td>Maple Falls Trailhead</td>
<td></td>
<td></td>
<td>70,000</td>
<td>400,000</td>
<td></td>
<td></td>
<td>470,000</td>
<td>2</td>
</tr>
<tr>
<td>South Fork Park Trails</td>
<td>200,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>200,000</td>
<td>2</td>
</tr>
<tr>
<td>Activity Centers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plantation Indoor Range Renovations</td>
<td>125,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>125,000</td>
<td>1</td>
</tr>
</tbody>
</table>

Total: $1,138,000

Funding Sources:
1. REET-I
2. REET-II
3. State Grant
4. Nesset Foundation
5. Federal Grant

Whatcom County Comprehensive Plan

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Chapter 3—Maintenance and Operations

Existing Maintenance and Operations Space

The 2016 inventory of maintenance & operations/facilities management space that serves the County is 44,411 square feet. This inventory is shown below:

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Central Shop, 901 W. Smith Rd. (Maintenance and Operations)</td>
<td>35,773</td>
</tr>
<tr>
<td>2</td>
<td>316 Lottie St. (Facilities Management)</td>
<td>4,978</td>
</tr>
<tr>
<td>3</td>
<td>Minimum Security Correction Facility—2030 Division St. (Facilities Management Storage)</td>
<td>3,660</td>
</tr>
</tbody>
</table>

TOTAL 44,411

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for maintenance and operations. The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

Improvement projects at the Central Shop, totaling $400,000, are proposed over the six-year planning period. These costs would be paid by the road fund and shop services mark-ups as shown in the table below:

<table>
<thead>
<tr>
<th>Central Shop</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total Cost</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vector-Truck-Garage</td>
<td>300,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>300,000</td>
<td>1</td>
</tr>
<tr>
<td>Central-Shop-Exhaust System</td>
<td>-100,000</td>
<td>-100,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-100,000</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL -300,000 -100,000 -400,000

Funding Sources

1. Road Fund
2. Shop Services Mark-ups
Chapter 4—General Government Buildings and Sites

Existing Office Space

The 2016 inventory of County government office space is 306,691 square feet at eight locations. This inventory is shown below:

Table 7. 2016 Inventory of County Government Office Space

<table>
<thead>
<tr>
<th></th>
<th>Building Description</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Civic Center Annex (322 North Commercial)</td>
<td>30,000</td>
</tr>
<tr>
<td>2</td>
<td>Central Plaza Building (215 N. Commercial)</td>
<td>10,307</td>
</tr>
<tr>
<td>3</td>
<td>County Courthouse (311 Grand Avenue)</td>
<td>200,000</td>
</tr>
<tr>
<td>4</td>
<td>Forest St. Annex (1000 North Forest St.)</td>
<td>14,000</td>
</tr>
<tr>
<td>5</td>
<td>509 Girard St.</td>
<td>13,189</td>
</tr>
<tr>
<td>6</td>
<td>3373 Mt. Baker Highway</td>
<td>2,110</td>
</tr>
<tr>
<td>7</td>
<td>1500 N. State St.</td>
<td>16,820</td>
</tr>
<tr>
<td>8</td>
<td>Northwest Annex (5280 Northwest Dr.)</td>
<td>20,265</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>306,691</td>
</tr>
</tbody>
</table>

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for general government buildings. The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

Improvement and maintenance projects on existing buildings and sites over the six-year planning period total approximately $23.2 million as shown below.

Table 8. Proposed Building Improvement Projects

<table>
<thead>
<tr>
<th>Courthouse</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total-Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Courthouse Projects (Alarm</td>
<td>404,500</td>
<td>200,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>604,500</td>
<td>1,2</td>
</tr>
<tr>
<td>Upgrades, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior Maintenance</td>
<td>770,000</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>1,770,000</td>
<td>1</td>
</tr>
<tr>
<td>Chambers Remodel</td>
<td>140,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>140,000</td>
<td>1,2</td>
</tr>
<tr>
<td>509 Girard</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remodel</td>
<td>3,644,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,644,000</td>
<td>2,3,4</td>
</tr>
<tr>
<td>1500 N. State St.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remodel</td>
<td>2,036,000</td>
<td>1,750,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,785,000</td>
<td>2,4,5</td>
</tr>
<tr>
<td>Civic Center</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remodel</td>
<td>2,250,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,250,000</td>
<td>2,6,7</td>
</tr>
<tr>
<td>Mental Health Triage Center</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Facility</td>
<td>700,000</td>
<td>6,300,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7,000,000</td>
<td>4,8,9</td>
</tr>
<tr>
<td>Northwest Annex</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>4,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,000,000</td>
<td>1,7</td>
</tr>
<tr>
<td>Multiple Locations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance-Projects</td>
<td>500,000</td>
<td>500,000</td>
<td>500,000</td>
<td>500,000</td>
<td>500,000</td>
<td></td>
<td>2,000,000</td>
<td>1,2</td>
</tr>
</tbody>
</table>

Whatcom County Comprehensive Plan F-10
## Direct Digital Control System

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upgrades</td>
<td>336,063</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>336,063</td>
</tr>
<tr>
<td>Carpet Replacements</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
<td>65,000</td>
<td>300,000</td>
</tr>
<tr>
<td>Interior Painting</td>
<td>60,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>300,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4,362,600</td>
<td>12,630,063</td>
<td>3,565,000</td>
<td>815,000</td>
<td>815,000</td>
<td>815,000</td>
<td>23,222,563</td>
</tr>
</tbody>
</table>

### Funding Sources
1. REEF-1
2. EDI
3. Girard Fund
4. Inter-fund Loan
5. State Street Fund
6. Civic Center Fund
7. Road Fund
8. Chemical Dependency/Mental Health Fund
9. Grants
Chapter 5—Sheriff’s Office

Existing Sheriff’s Office Space

The 2016 inventory of Sheriff’s office space is 23,326 square feet. This inventory is shown below:

Table 9. Existing Sheriff’s Facilities

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Safety Building (311 Grand Ave)</td>
<td>15,102</td>
</tr>
<tr>
<td>2</td>
<td>Minimum Security Correction Facility (2030 Division St.)</td>
<td>6,000</td>
</tr>
<tr>
<td>3</td>
<td>Laurel Substation (194 W. Laurel Rd.)</td>
<td>1,800</td>
</tr>
<tr>
<td>4</td>
<td>East Whatcom Regional Resource Center (8251 Kendall Road)</td>
<td>144</td>
</tr>
<tr>
<td>5</td>
<td>Birch Bay Fire Hall</td>
<td>192</td>
</tr>
<tr>
<td>6</td>
<td>Nugent’s Corner Fire Hall</td>
<td>88</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>23,326</strong></td>
</tr>
</tbody>
</table>

Notes: The Sheriff’s Office also has storage facilities at various locations in Whatcom County. The County has two mobile homes and an old detention facility in Point Roberts. The resident deputies operate out of their homes or utilize space at the U.S. Customs office at the border.

Sheriff’s Office facilities include shared space at local fire districts, which is rented or leased space not solely dedicated to Sheriff’s Office use. This space is available depending on Fire District needs and is generally subject to change with short notice.

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for Sheriff’s Office facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

Maintain Sheriff’s Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates... Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

Most Sheriff’s Office functions are currently based in the Public Safety Building adjacent to the Courthouse and are remote from the majority of Sheriff’s Office Bureau of Law Enforcement and Investigative Services functions that take place in unincorporated Whatcom County. This results in inefficiencies and delays. Space and design factors in current facilities preclude consolidating various functions performed throughout the agency (reception, finance, etc.) and result in redundancies. Because of these issues, existing Sheriff’s Office facilities and associated functions will be consolidated (except for “Resident Deputy” program facilities) and may be co-located with the jail.
Proposed Improvement Projects

A new, expanded, or remodeled Sheriff's Headquarters facility is proposed within the six-year planning period. A new Sheriff's Headquarters facility would cost approximately $19 million, paid with bond proceeds that would be repaid from the General Fund, as shown below.

Table 10: Proposed Sheriff's Headquarters Improvement Projects

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Sheriff's Office</td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>19,040,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>19,040,000</td>
<td></td>
</tr>
</tbody>
</table>

Funding Source

1. Bonds (General Fund)
Chapter 6—Emergency Management

Existing Emergency Management Space

The 2016 inventory of Sheriff’s Office, Division of Emergency Management space is 24,000 square feet, located at the Whatcom Unified Emergency Coordination Center (WUECC). Rented by and shared between both Whatcom County and the City of Bellingham, the WUECC is comprised of 2,000 square feet of office space and an additional 22,000 square feet of support facilities (used for meetings, training, exercises, and during emergencies). The WUECC serves as the Emergency Operations Center for both the County and the City.

Table 11: Existing Emergency Management/EOC Facilities

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Square feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Whatcom Unified Emergency Coordination Center</td>
<td>24,000</td>
</tr>
<tr>
<td></td>
<td>3888 Sound Way, Bellingham</td>
<td></td>
</tr>
</tbody>
</table>

Future Needs

The Whatcom County Comprehensive Plan does not contain a level of service standard for emergency management facilities. Rather, Comprehensive Plan Policy 4D-4 is to:

Maintain adequate facilities for daily emergency management activities and, during an emergency or disaster, for the emergency operations center. The facilities will provide sufficient space for activities relating to emergency/disaster planning, mitigation, response and recovery. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

There are no capital improvement projects planned or needed in the six-year planning period.

Whatcom County Comprehensive Plan  F-14
Chapter 7—Adult Corrections

Existing Jail Facilities

The County’s Main Jail was designed and originally built to hold 148 beds, although with some limited remodeling and the use of double bunking, the operational capacity of the main jail should be for the use of 212 beds. Additionally, the jail is currently not in compliance with the Building/Fire Codes for double bunking, although a plan has been approved to bring it into compliance. Whatcom County completed construction of a 150 bed minimum security correction facility on Division St. in 2006. The Main Jail is located in the Public Safety Building next to the County Courthouse in downtown Bellingham and the Minimum Security Correction Facility is located in the Bakerview Rd. industrial area.

Table 12: Existing Jail Beds

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Jail Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Public Safety Building (311 Grand Ave.)</td>
<td>212</td>
</tr>
<tr>
<td>2</td>
<td>Minimum Security Correction Facility (2030 Division St.)</td>
<td>150</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>362</td>
</tr>
</tbody>
</table>

Future Needs

There are serious concerns among law and justice officials relating to jail facility needs in the community. This need has been documented by recommendations from the Whatcom County Law and Justice Plan Phase II Report (June 2000), in a report entitled Operational Review of the Whatcom County, Washington Jail (March 2004), in the Whatcom County Jail Planning Task Force Recommendations (Dec. 2011 and March 2012), and in the Whatcom County Adult Corrections Facilities & Sheriff’s Headquarters Pre-Design Report (Sept. 2013).

The Whatcom County Comprehensive Plan does not contain a level of service standard for jail facilities. Rather, Comprehensive Plan Policy 4D-2 is to:

- Maintain Sheriff’s Office adult corrections facilities and headquarters to provide a safe environment for the community, staff and inmates. The number of jail beds in adult corrections facilities will be determined after review of multiple factors, including projected population growth, State sentencing laws, alternative programs, treatment/diversion programs, early-release programs, the need to separate violent inmates, the need to separate inmates by gender, the need to separate inmates by other classification considerations, average length of stay, peak inmate populations and available funding. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

Proposed Improvement Projects

In an effort to meet the community need, the County plans to construct a new, expanded, and/or remodeled Adult Corrections Facility.
As an interim measure, existing correction facility improvements are planned so that these buildings can continue to function until the new or remodeled jail is completed.

The cost of the proposed facility is approximately $112,000,000. The cost of the improvements to the existing jail facilities is approximately $3,000,000. These costs are proposed to be paid for with bond proceeds that would be repaid with a new sales tax, the jail improvement fund, and the general fund as shown below.

**Table 13: Proposed Jail Improvement Projects**

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total Cost</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Jail</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Existing Correction Facilities Interim</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,3</td>
</tr>
<tr>
<td>Fixes</td>
<td>4,200,000</td>
<td>4,800,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,000,000</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>4,200,000</td>
<td>24,200,000</td>
<td>22,400,000</td>
<td>22,400,000</td>
<td>22,400,000</td>
<td>22,400,000</td>
<td>115,000,000</td>
<td></td>
</tr>
</tbody>
</table>

**Funding Sources**

1. Bonds (New Sales Tax)
2. Jail Improvement Fund
3. General Fund
Chapter 8—Juvenile Detention

Existing Juvenile Detention Facilities

The 2016 inventory of County juvenile detention facilities includes 32 beds serving the countywide population. The juvenile detention facility is located on the sixth floor of the County Courthouse at 311 Grand Avenue.

Table 14. Existing Juvenile Detention Beds

<table>
<thead>
<tr>
<th>Site No.</th>
<th>Facility Name</th>
<th>Beds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>County Courthouse (311 Grand Ave.)</td>
<td>32</td>
</tr>
</tbody>
</table>

Future Needs

The Whatcom County Comprehensive Plan does not contain a level-of-service standard for juvenile detention facilities. Rather, Comprehensive Plan Policy 4D-3 is to:

- Maintain juvenile detention facilities and alternative corrections programs to provide safe and secure methods to provide accountability and support for minors who break the law. Existing facilities may be expanded, remodeled, and/or new facilities developed in response to changing need.

The County will budget for improvements to such facilities as needed.

Proposed Improvement Projects

There are no capital improvement projects planned or needed in the six-year planning period.
Chapter 9—Transportation

Existing Roads
The 2015 inventory shows a total of 938.55 miles of County roads. Additionally, there are 217.5 miles of state highways in Whatcom County (including I-5). Therefore, there are approximately 1,156 miles of public roads in Whatcom County.

Future Needs
The Whatcom County Comprehensive Plan sets level of service (LOS) standards for County roads. Future traffic and the level of service for roads can be forecasted using computer-modeling software. The Whatcom Council of Governments forecasts future traffic utilizing a computer transportation model. This modeling effort will inform transportation planning in Whatcom County.

Whatcom County accomplishes planning for County road improvements by approving a Six-Year Transportation Improvement Program each year, as required by RCW 36.81.121.

Proposed Improvement Projects
The Whatcom County Six-Year Transportation Improvement Program includes preliminary planning for three proposed new road projects:

- Horton Road Connector (between Northwest Drive and Aldrich Road);
- Slater Road Connector (between Northwest Drive and Aldrich Road); and
- Lincoln Road extension (between Harborview Road and Blaine Road).

While these three projects are on the Six-Year Transportation Improvement Program, construction is not anticipated within the six-year planning period. Rather, preliminary engineering to determine project feasibility may be initiated within this time frame.

The six-year plan also includes bridge replacements, reconstruction projects, and the Birch Bay Drive & Pedestrian Facility Improvements, which include pedestrian and non-motorized enhancements along Birch Bay Dr.

Existing Ferry Facilities
Whatcom County currently has one ferry vessel serving Lummi Island. The ferry runs between Lummi Island and Gooseberry Point on a daily basis.

Future Needs
Whatcom County Comprehensive Plan Policy 6A-1 is to establish the following levels of service (LOS) for purposes of maintaining transportation concurrency:

- The Lummi Island Ferry Advisory Committee (LIFAC) is cooperating with Public Works to develop an updated LOS standard. LIFAC will present a revision to this section when that work is complete. The interim LOS is calculated using the scheduled trips, the estimated car units of the ferry and the Small Area Estimates Program (SAEP) population figure.
interim standard is established at 439 (LOS = (Scheduled one-way trips X estimated car units for the boat) X 2/ Small Area Estimates Program Population figure from OFM for Lummi Island).

The Special Programs Manager for the County Public Works Department confirmed that the ferry service currently meets and, over the six-year planning period, should continue to meet the interim LOS standard.

Proposed Improvement Projects

The Six-Year Transportation Improvement Program includes construction of ferry dock improvements and preliminary engineering for upgrading the Whatcom Chief and replacing the Whatcom Chief.

Total Transportation Costs

The County plans to expend $48.4 million on transportation projects, including road and ferry projects, over the six-year planning period. In addition to these local funds, it is anticipated that funding will be received from the State and Federal governments.
Chapter 10—Stormwater Facilities

Existing Stormwater Management Facilities

The Public Works Department is responsible for design, engineering, and construction of county-owned stormwater facilities. Many stormwater facilities are road-related stormwater conveyance systems such as culverts and ditches on and adjacent to county roads. Others are off-right-of-way facilities that control storm flows and improve water quality.

In response to increasing federal and state mandates to manage stormwater and the public’s desire to improve stewardship of sensitive watersheds, Whatcom County established a Stormwater group in the Surface Water Division of the Public Works Department in 2005. The Stormwater group is responsible for planning, designing, engineering, and construction of stormwater facilities. Inventories of existing stormwater facilities are maintained by the Public Works Department. The Engineering Services Division maintains an inventory of all road-related facilities. The Stormwater group maintains an inventory of public and private stormwater facilities in the area covered by the County’s NPDES Phase II permit for Municipal Separate Storm Sewer Systems. This inventory includes ditches, culverts, catch basins, vaults, ponds, and swales. Completed stormwater construction projects since the Public Works Stormwater group was created in 2005 are listed below.

<table>
<thead>
<tr>
<th></th>
<th>Project Description</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lake Whatcom Geneva Stormwater Retrofits</td>
<td>2006</td>
</tr>
<tr>
<td>2</td>
<td>Lake Whatcom Cable Street Reconstruction &amp; Stormwater Improvements</td>
<td>2007</td>
</tr>
<tr>
<td>3</td>
<td>Lake Whatcom Lahti Drive Stormwater Improvements</td>
<td>2010</td>
</tr>
<tr>
<td>4</td>
<td>Lake Whatcom Silver Beach Creek Improvements - Brownsville Drive to E. 16th Place</td>
<td>2011</td>
</tr>
<tr>
<td>5</td>
<td>Lake Whatcom Silver Beach Creek Improvements - West Tributary</td>
<td>2012</td>
</tr>
<tr>
<td>6</td>
<td>Lake Whatcom Coronado-Fremont Stormwater Improvements</td>
<td>2014</td>
</tr>
</tbody>
</table>

Figure 1. Lake Whatcom-Coronado-Fremont Stormwater Improvements
Whatcom County Public Works received an award for the West Tributary of Silver Beach Creek Stormwater Improvements (Existing Site No. 5 above). Silver Beach Creek experiences increased stormwater runoff and greater peak flows due to its developed landscape. This project was designed to substantially improve water quality and reduce flooding in an especially problematic reach of the creek. The project included reshaping and stabilizing the stream channel, installing water quality treatment swales, and installing stormwater vaults. These improvements filter phosphorus-containing sediment, alleviate flooding, reduce erosion, and promote infiltration. Project construction cost was approximately $500,000 and shared between local real estate excise tax (REET) revenues, a State of Washington Department of Ecology grant, and a federal EPA grant.

**Future Needs**

An increasing emphasis on the protection of sensitive watersheds has resulted in the adoption of comprehensive stormwater plans, including plans for Lake Whatcom and Birch Bay. The adopted plans identify work towards planning, design, engineering, and construction of capital projects intended to address stormwater issues.

**Proposed Improvement Projects**

Stormwater improvement projects, totaling more than $7.2 million, are proposed over the six-year planning period as shown below. These costs would be paid by the flood fund, REET, state grants, and Birch Bay Watershed and Aquatic Resources Management (BBWARM) District funds.

**Table 16: Proposed Stormwater Improvement Projects**

<table>
<thead>
<tr>
<th>Project Description</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lake Whatcom</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agate Heights Water Quality Improvements</td>
<td>1,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,000,000</td>
<td>1,2,3</td>
</tr>
<tr>
<td>Sudden Valley Drainage System Upgrades and Outfall Retros</td>
<td>150,000</td>
<td>25,000</td>
<td>520,000</td>
<td></td>
<td></td>
<td></td>
<td>660,000</td>
<td>2</td>
</tr>
<tr>
<td><strong>Silver Beach Creek</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Channel Restoration</td>
<td>150,000</td>
<td>50,000</td>
<td>550,000</td>
<td></td>
<td></td>
<td></td>
<td>750,000</td>
<td>2</td>
</tr>
<tr>
<td><strong>Levell Dr. and Cedarbrook Court Stormwater Improvements</strong></td>
<td>150,000</td>
<td>50,000</td>
<td>600,000</td>
<td></td>
<td></td>
<td></td>
<td>800,000</td>
<td>2</td>
</tr>
<tr>
<td>Glen Cove Lane/Lakeside St. Water Quality Improvements</td>
<td>150,000</td>
<td>50,000</td>
<td>600,000</td>
<td></td>
<td></td>
<td></td>
<td>800,000</td>
<td>2</td>
</tr>
<tr>
<td><strong>Birch Bay</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>
## Appendix F - Six-Year CIP 2017-2022

<table>
<thead>
<tr>
<th>Project</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harborview-Phase-I Drainage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>700,000</td>
<td>2,4</td>
</tr>
<tr>
<td>Improvements</td>
<td>700,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harborview-Phase-II Drainage</td>
<td></td>
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<td></td>
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<td></td>
<td>700,000</td>
<td>2,4</td>
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<tr>
<td>Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>665,000</td>
<td></td>
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<tr>
<td>Cottonwood Dr-Inlet Upgrade</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100,000</td>
<td>2,4</td>
</tr>
<tr>
<td>Richmond-Park Drainage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100,000</td>
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<tr>
<td>Improvements</td>
<td>80,000</td>
<td>585,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>300,000</td>
<td>50,000</td>
<td>1,200,000</td>
<td></td>
<td></td>
<td></td>
<td>1,550,000</td>
<td></td>
</tr>
<tr>
<td><strong>Funding-Sources</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.- Flood Fund</td>
<td>1,295,000</td>
<td>1,750,000</td>
<td>1,355,000</td>
<td>1,950,000</td>
<td>800,000</td>
<td>650,000</td>
<td>7,225,000</td>
<td></td>
</tr>
<tr>
<td>2.- REET-II</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.- State-Grant</td>
<td>2,4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.- BBWARM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Chapter 11—Total Costs

Total Costs for the six-year planning period are shown below:

Table 17: Total Costs for the Six-Year Planning Period

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Total Cost</th>
<th>% of Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks, Trails, and Activity Centers</td>
<td>1,139,000</td>
<td>698,000</td>
<td>603,000</td>
<td>2,423,000</td>
<td>446,000</td>
<td>580,000</td>
<td>5,889,000</td>
<td>2.69%</td>
</tr>
<tr>
<td>Maintenance and Operations</td>
<td>300,000</td>
<td>100,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>400,000</td>
<td>0.18%</td>
</tr>
<tr>
<td>General Government Buildings and Sites</td>
<td>4,382,500</td>
<td>12,830,063</td>
<td>3,565,000</td>
<td>815,000</td>
<td>815,000</td>
<td>815,000</td>
<td>23,222,563</td>
<td>10.59%</td>
</tr>
<tr>
<td>Sheriff’s Office</td>
<td>0</td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>3,808,000</td>
<td>19,040,000</td>
<td>8.69%</td>
</tr>
<tr>
<td>Emergency Management</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Adult Corrections</td>
<td>1,200,000</td>
<td>24,700,000</td>
<td>22,400,000</td>
<td>22,400,000</td>
<td>22,400,000</td>
<td>22,400,000</td>
<td>115,000,000</td>
<td>52.47%</td>
</tr>
<tr>
<td>Juvenile Detention</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Transportation</td>
<td>7,465,016</td>
<td>7,696,432</td>
<td>7,935,021</td>
<td>8,181,007</td>
<td>8,434,618</td>
<td>8,696,091</td>
<td>48,408,185</td>
<td>22.09%</td>
</tr>
<tr>
<td>Stormwater Facilities</td>
<td>1,295,000</td>
<td>1,175,000</td>
<td>1,355,000</td>
<td>1,950,000</td>
<td>800,000</td>
<td>650,000</td>
<td>7,225,000</td>
<td>3.30%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>15,781,516</strong></td>
<td><strong>50,507,485</strong></td>
<td><strong>39,666,031</strong></td>
<td><strong>39,572,007</strong></td>
<td><strong>36,703,618</strong></td>
<td><strong>36,949,091</strong></td>
<td><strong>219,184,748</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

The County plans to undertake capital improvement projects costing more than $219 million between 2017 and 2022. The Whatcom County Capital Facilities Revenue Analysis contains a plan to finance these capital facilities within the County’s projected funding capacities.
Exhibit C

Amend the Whatcom County Comprehensive Plan (Chapter 4 – Capital Facilities) as follows:

**Goal 4K:** Enable school districts and fire districts to receive mitigation fees or impact fees to fund a proportionate share of system improvements reasonably related to new development by adopting into this plan their capital facilities plans.

**Policy 4K-1:** The capital facilities plan for the Bellingham School District, adopted by the district on August 27, 2015, is adopted into the comprehensive plan by reference.

**Policy 4K-2:** The capital facilities plan for the Ferndale School District, adopted by the district on April 12, 2013, is adopted into the comprehensive plan by reference.

**Policy 4K-3:** The capital facilities plan for the Lynden School District, adopted by the district on February 11, 2016, is adopted into the comprehensive plan by reference.

**Policy 4K-4:** The capital facilities plan for the Meridian School District, adopted by the district on June 24, 2015, is adopted into the comprehensive plan by reference.

**Policy 4K-5:** The Capital Facilities Plan for Whatcom County Fire District # 5 (Point Roberts), adopted by the District on July 11, 2018, is adopted into the comprehensive plan by reference.
WHATCOM COUNTY
PLANNING COMMISION

Capital Facility
Comprehensive Plan Amendments

FINDINGS OF FACT AND REASONS FOR ACTION

Background Information

1. The proposal is to amend the Whatcom County Comprehensive Plan as follows:
   a. Adopting the new Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities 2019-2024 (Appendix F of the Whatcom County Comprehensive Plan).
   b. Repealing the existing Six-Year CIP for Whatcom County Facilities 2017-2022.
   c. Amending Whatcom County Comprehensive Plan Goal 4K relating to mitigation fees for school and fire districts.

2. Notice of the subject amendments was submitted to the Washington State Department of Commerce on August 1, 2018.

3. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on August 9, 2018.

4. Notice of the Planning Commission hearing was posted on the County website on August 29, 2018.

5. Notice of the Planning Commission hearing was sent to citizen, media, cities and other groups on the County’s e-mail list on August 29, 2018.


7. The Planning Commission held a public hearing on the subject amendments on September 13, 2018.
8. Pursuant to WCC 22.10.060(1), in order to approve the proposed comprehensive plan amendments the County must find all of the following:

a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the county-wide planning policies and is consistent with any interlocal planning agreements.

b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.

c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.

ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.

d. The amendment does not include or facilitate spot zoning.

Growth Management Act

9. The Growth Management Act (GMA) establishes planning goals in RCW 36.70A.020 to guide adoption of comprehensive plan amendments.

10. GMA planning goal # 12 is to “Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards” (RCW 36.70A.020(12)).

11. The subject amendments include updating the Six-Year CIP for Whatcom County Facilities for the 2019-2024 planning period. Updating the CIP is one step in the process of planning regional facilities provided by the County to serve the people of Whatcom County.
12. The subject amendments also include adopting the Fire District # 5 Capital Facilities Plan into the Whatcom County Comprehensive Plan by reference. This plan will facilitate provision of fire protection capabilities to serve both existing uses and new development in Point Roberts.

13. The GMA, at RCW 36.70A.070(3), requires that a comprehensive plan must include a capital facilities plan element consisting of:

   a. An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities.

   b. A forecast of the future needs for such capital facilities.

   c. The proposed locations and capacities of expanded or new capital facilities.

   d. At least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes.

   e. A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

14. The Six-Year CIP for Whatcom County Facilities and the Fire District # 5 Capital Facilities Plan both contain an inventory of existing facilities, a forecast of future needs based upon the level of service standards adopted in the Whatcom County Comprehensive Plan and/or other relevant factors, proposed renovated, expanded or new capital facilities, costs and funding sources.

15. Existing Comprehensive Plan Policy 4A-4 addresses the GMA requirement to reassess the land use element if probable capital facility funding falls short.

County-Wide Planning Policies

16. County-Wide Planning Policy K-1 indicates that, as part of the comprehensive planning process, the County must identify appropriate land for public facilities that meets the needs of the community including recreation, transportation and human service facilities.

17. The Six-Year CIP identifies County park, trail, transportation and other improvements as contemplated by the County Wide Planning Policies.

Interlocal Agreements

18. Existing interlocal agreements between Whatcom County and the cities indicate that the County will consult with the appropriate city in planning new road construction projects within the city’s urban growth area. The interlocal agreements also provide joint planning for parks.
19. The County Engineer confirmed on August 2, 2018 that the County sends a copy of the six-year transportation improvement program to cities prior to approval, requests comments, and informs cities of the hearing date. The Whatcom County Parks Director confirmed on August 1, 2018 that the County Parks’ staff maintains a consistent working relationship with appropriate staff from cities on joint park projects and planning. Therefore, the type of cooperation envisioned by the interlocal agreements is occurring.

Further Studies/Changed Conditions

20. The Whatcom County Comprehensive Plan calls for an update of the Six-Year CIP for County facilities every other year. Specifically, Policy 4B-1 is to:

   Maintain and update, on at least a biennial basis, a six-year capital improvement program (CIP) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects based on a review of population and revenue conditions existing at that time.

21. A revised CIP has been formulated for County owned or operated facilities, which presents improvement projects over the new six-year planning period.

22. The Fire District #5 Commissioners approved the Whatcom County Fire District #5 Capital Facilities Plan on July 11, 2018.

Public Interest

23. The Six-Year CIP for Whatcom County Facilities 2019-2024 is based upon anticipated population growth over the six-year planning period and other relevant factors. Therefore, the proposal should complement the County’s growth and development plans.

24. The Six-Year CIP for Whatcom County Facilities will have a positive impact on the County’s ability to provide public facilities by planning ahead for such facilities.

25. The goal of the Six-Year CIP for Whatcom County Facilities is to plan for County owned or operated parks, trails, general government buildings and sites, Sheriff’s Office facilities, emergency management facilities, correction facilities, stormwater facilities, and transportation improvements to serve the people of Whatcom County. Planning for such County facilities is in the public interest.

26. The Fire District #5 Capital Facilities Plan addresses facilities and apparatus to serve existing uses and new development in Point Roberts. Planning for such fire protection capabilities is in the public interest.

Spot Zoning

27. The subject proposal does not involve rezoning property.
CONCLUSIONS

The subject Whatcom County Comprehensive Plan amendments are consistent with the approval criteria in WCC 22.10.060.

RECOMMENDATION

Based upon the above findings and conclusions, staff recommends:


2. Repealing Exhibit B, which is the Six-Year Capital Improvement Program for Whatcom County Facilities 2017-2022.

3. Approval of Exhibit C, amendments to Chapter 4 of the Whatcom County Comprehensive Plan.

WHATCOM COUNTY PLANNING COMMISSION

Atul Deshmanc, Vice-Chair

Becky Bokx, Secretary

9/18/2018

Date

Commissioners present at the September 13, 2018 meeting when the vote was taken: Kelvin Barton, Atul Deshmanc, Gary Honcoop, Kimberly Lund, Jon Maberry, Natalie McClendon, and Dominic Moceri.

Vote: Ayes: 7, Nays: 0, Abstain: 0, Absent: 2. Motion carried to adopt the above amendments.
Planning Commission Exhibits A, B, and C are attached to the proposed Ordinance.
**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>Division Head:</td>
<td>JPR</td>
<td>9/26/2018</td>
<td></td>
<td>10/23/2018</td>
<td>Public Hearing/Adoption</td>
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<tr>
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<td>CAQ</td>
<td>9/28/18</td>
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<td>Purchasing/Budget:</td>
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<td></td>
<td></td>
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<tr>
<td>Executive:</td>
<td></td>
<td>10/1/18</td>
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</table>

**TITLE OF DOCUMENT:**
2019 Annual Road Construction Program (ACP) Resolution.

**ATTACHMENTS:**
1. Memo to County Executive and Council
2. Resolution
3. 2019 Annual Construction Program (ACP)
4. Summary Sheets for Projects Funded in 2019

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

Should Clerk schedule a hearing? ( ) Yes ( ) NO
Requested Date: 10/23/2018

**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 Whatcom County 2019 Annual Construction Program (ACP). The ACP is an integral part of the County budget process and reflects the first year of the adopted 2019-2024 Six Year Transportation Improvement Program.

**COMMITTEE ACTION:**
10/9/2018: Discussed

**COUNCIL ACTION:**
10/9/2018: Introduced with substitute pages, 6-0

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

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

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

Through: Jon Hutchings, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: September 26, 2018

Re: 2019 Annual Construction Program (ACP)

---

**Requested Action:**
Public Works Committee work session and Introduction on October 9, 2018, followed by a Public Hearing and adoption on October 23, 2018.

**Background and Purpose:**
RCW 36.81.130 requires the adoption of the Annual Construction Program (ACP). Adoption of this program is an element of the County budget process.

This ACP is identical to the 1st year of the Six Year Transportation Improvement Program (STIP) approved on September 25, 2018.

**Information:**
A proposed resolution is enclosed for your consideration. In addition, each project that has funding available in 2019 has a project summary sheet for your review.

If you have questions or require additional information, please contact me at the number provided above.
RESOLUTION NO. __________

APPROVING THE WHATCOM COUNTY 2019 ANNUAL CONSTRUCTION PROGRAM

WHEREAS, pursuant to RCW 36.81.130, the Whatcom County Engineer did file with the Whatcom County Council a recommended plan for laying out, construction, maintenance and special maintenance of County roads for the fiscal year of 2019; and,

WHEREAS, the Whatcom County Council held a public meeting on the 25th day of September, 2018, and has considered the testimony given as well as the recommended plan; and,

WHEREAS, the Whatcom County Council had determined that said plan is necessary as nearly as practicable to the Whatcom County 2019-2024 Six-Year Transportation Program, approved by Resolution 2018-034 on September 25, 2018.

NOW, THEREFORE, BE IT RESOLVED that the 2019 Whatcom County Annual Construction Program is hereby approved as shown on the attachment hereto; and

BE IT FURTHER RESOLVED that no changes be made in the program without the unanimous vote of the Whatcom County Council; and

BE IT FINALLY RESOLVED that the 2019 Annual Construction Program be filed with the Director of Highways of the State of Washington.

APPROVED this ___ day of __________, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council
Rud Browne, Chair of the Council

APPROVED AS TO FORM:

Chris Quinn, Senior Civil Deputy Prosecutor
# Annual Construction Program Codes

## Function Class

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<th>Code</th>
<th>Description</th>
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<tr>
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<td>Proposed or projected; private; non-county system road</td>
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<tr>
<td>1</td>
<td>Rural Interstate</td>
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<td>2</td>
<td>Rural Major Arterial</td>
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<td>5</td>
<td>Rural Other Freeways and Expressways</td>
</tr>
<tr>
<td>6</td>
<td>Rural Minor Arterial</td>
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<td>7</td>
<td>Rural Major Collector</td>
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<tr>
<td>8</td>
<td>Rural Minor Collector</td>
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<tr>
<td>9</td>
<td>Rural Local Access</td>
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<tr>
<td>11</td>
<td>Urban Interstate</td>
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<tr>
<td>12</td>
<td>Urban Principal Arterial; other freeways or expressways</td>
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<td>14</td>
<td>Urban Principal Arterial; other</td>
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## Project Type Codes

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<th>Description</th>
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<td>Resurface and Restore</td>
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<td>Br</td>
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<td>CS</td>
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<td>DR</td>
<td>Drainage Structure</td>
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<td>Ferry</td>
<td>Boats, docks, etc.</td>
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<td>FP</td>
<td>Fish Passage</td>
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<td>HMA</td>
<td>HMA Overlay/Grind-inlay, etc.</td>
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<td>Illm</td>
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<td>Intersection</td>
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<td>MN&amp;M</td>
<td>Marine Navigation and Moorage</td>
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<tr>
<td>NEW</td>
<td>New Alignment</td>
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<tr>
<td>P&amp;T</td>
<td>Paths, Trails, Bikeways, etc.</td>
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<tr>
<td>RC</td>
<td>Reconstruction</td>
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<td>Safety</td>
<td>Signing, striping, markings, etc.</td>
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<td>SW</td>
<td>Sidewalk, ADA</td>
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## Environmental Assessment Type

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<tr>
<td>I</td>
<td>Insignificant</td>
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<tr>
<td>E</td>
<td>Exempt</td>
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### Whatcom County 2019 Annual Construction Program

<table>
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<tr>
<th>Item No.</th>
<th>Project Name</th>
<th>Road #</th>
<th>Project Length (mi.)</th>
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<td>R2</td>
<td>CRP #15523 Lake Whatcom Blvd, Water Quality Improvements</td>
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<td>IR</td>
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<td>CRP #16002 Horton Road, Northeast Drive to Aldrich Road</td>
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<td>7</td>
<td>R8</td>
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**Date of Environmental Assessment:**
**Date of Final Adoption:**

**Ordinance/Resolution Number:**

**Sources of Funds for Construction:**
- County Road Funds
- Other Funds
- PE & CE ($58,10)
- Right of Way ($100,20)
- Contract
- County Forces

**Grand Total (All $65):**

https://www.crab.wa.gov/cars/
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<th>Project Name</th>
<th>Road Segment Information</th>
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<th>Other Funds</th>
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<th>Rights of Way (R/W, 20)</th>
<th>Contract</th>
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<td>Road Name: East Smith Road From: E Verion Graham Road To: SH 542</td>
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<td>1.86 2.06 07</td>
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<td>Safety</td>
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<td>Road Name: East Smith Road From: Tumtung Road To: Tumtung Road</td>
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<td>Road Name: Northpoint Drive From: City of Bellingham To: Ault Road</td>
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<td>Road Name: Hammond Road From: Hammond Road To: Hammond Road</td>
<td>1.86 2.06 07</td>
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<td>Road Name: Roberts Road From: Roberts Road To: Roberts Road</td>
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<tbody>
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<td>Annual Program Item No.</td>
<td>6 Year Road Program Item No.</td>
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<td>Road Segment Information</td>
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<td>W. Badger Road/Skagit River Bridge No. 90</td>
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<td>SW P&amp;T Safety</td>
<td>i</td>
<td>$100,000</td>
<td>$10,000</td>
<td>$60,000</td>
<td>$100,000</td>
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<tr>
<td>41</td>
<td>Y7</td>
<td>CRP #01015</td>
<td>Skagit Transportation Impact</td>
<td>NIA</td>
<td>Other Improvement</td>
<td>i</td>
<td>$100,000</td>
<td>$10,000</td>
<td>$90,000</td>
<td>$100,000</td>
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<td>42</td>
<td>Y8</td>
<td>CRP #01016</td>
<td>Railroad Crossing Improvements</td>
<td>NIA</td>
<td>Other Improvement</td>
<td>i</td>
<td>$200,000</td>
<td>$50,000</td>
<td>$150,000</td>
<td>$200,000</td>
<td>$13,365,000</td>
<td>$5,700,000</td>
<td>$4,570,000</td>
</tr>
</tbody>
</table>
Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s): 2019 / 2020 / 2021

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 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, R/W acquisition began in 2016 (95% complete), permitting is 85% complete, and construction is planned for 2019 / 2020. Additional funding sources will be pursued as they become available.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$11,450,000</th>
</tr>
</thead>
<tbody>
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<td>Expenditures to Date:</td>
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<table>
<thead>
<tr>
<th>Funding Sources:</th>
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</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) $1,500,000

County Forces (Estimate) N/A
Lake Whatcom Boulevard, Phase II
Water Quality Improvements
CRP # 915009

Construction Funding Year(s): TBD

Project Narrative:
This project is located approximately 1 mile east of Bellingham, in Sections 35 and 36, T38N, R3E. The work will involve drainage improvements and pedestrian improvements to a 1.3 mile section of Lk Whatcom Blvd between Cable Street and Strawberry Point, addressing stormwater quality issues. This project is listed #R2 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Survey work with associated base map and R/W research began in 2015. Preliminary design will be initiated to evaluate R/W needs, permit requirements and overall project costs. Construction time frame will be contingent on addressing funding needs along with resolution of permitting and R/W issues.

Total Estimated Project Cost: $ TBD
Expenditures to Date: $ 55,000

Funding Sources:
Federal $0
State $0
Local $100,000 (Grant funding will be sought)

Environmental Permitting
SEPA, CLR/CAO, Shorelines

Right-of-Way Acquisition (Estimate) $50,000
County Forces (Estimate) $10,000

Diagram of Lake Whatcom Boulevard, Phase II with marked project area and surrounding areas.
Whatcom County Public Works
Project Narrative

Horton Road
Northwest Drive to Aldrich Road
CRP # 916002

Construction Funding Year(s): TBD

Project Narrative:
This new roadway project is located between Northwest Drive and Aldrich Road in Section 2 of T38N, R2E. The work involves a ½ mile of new roadway alignment and intersection with N.W. Drive, along with all the associated permitting, storm water and R/W issues. This project is listed #R3 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Design, right-of-way, and permitting to begin in 2017 with Surface Transportation Program (STP) Grant awarded to Whatcom County and transferred to the City of Bellingham. An interlocal agreement is in place for the City of Bellingham to perform design of the project in coordination with their section of Horton Road construction. Construction schedule dependent upon funding agreements with City of Bellingham and other sources.

Total Estimated Project Cost: TBD

Expenditures to Date: $5,000

* $1,000,000 STBG Grant transferred to COB for design of county portion.

Funding Sources:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Federal</td>
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<tr>
<td>State</td>
<td>0</td>
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<tr>
<td>Local</td>
<td>$157,000</td>
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</tbody>
</table>

Environmental Permitting
ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate)
TBD

County Forces (Estimate)
N/A
**Whatcom County Public Works**
**Project Narrative**

**Slater Road and Northwest Drive**
**CRP # 914001**

**Construction Funding Year(s):** TBD

**Project Narrative:**
The intersection of Slater and Northwest Roads is in Section 2 of T38N, R2E. The intersection will be reconstructed to a 4-leg round-a-bout. Fish passage improvements will also be constructed on Bear Creek which passes underneath Slater Road at this location. This project is listed #R4 on the 2019-2024 Six-Year Transportation Improvement Program.

**Project Status:**
$21,000,000 in state funding available for this project and project #R5, Slater Road/I-5 Interchange, in 7/2019. Design and permitting expected to take 3-4 years with construction in 2022 or 2023.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21,000,000*</td>
<td>Federal</td>
</tr>
<tr>
<td>*Includes Project #R5</td>
<td>$0</td>
</tr>
<tr>
<td>Expenditures to Date:</td>
<td>State</td>
</tr>
<tr>
<td>$0</td>
<td>$21,000,000*</td>
</tr>
<tr>
<td></td>
<td>Local</td>
</tr>
<tr>
<td></td>
<td>$50,000</td>
</tr>
</tbody>
</table>

**Environmental Permitting**
ECS, BA, SEPA, CLR/CAO, Corps of Engrs

**Right-of-Way Acquisition (Estimate)**
TBD

**County Forces (Estimate)**
N/A

---

![Map of Slater Road and Northwest Drive](image-url)
Slater Road
I-5 Interchange
CRP # 916003

Construction Funding Year(s): TBD

Project Narrative:
This project is located north of Bellingham in Section 3, T38N, R2E. This project will improve the interchange/intersection of Interstate 5 and Slater Road. This includes the intersection of Slater Road with Rural Road and Pacific Highway. This project is listed #R5 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status: $21,000,000 available for this project and project #R4, Slater Road /Northwest, in 7/2019. Design and permitting expected to take 3-4 years with construction in 2022 or 2023.

Total Estimated Project Cost: $21,000,000*
*Includes Project #R4
Expenditures to Date: $ 0

Funding Sources:
Federal $0
State $21,000,000*
Local $50,000

Environmental Permitting TBD
Right-of-Way Acquisition (Estimate) TBD
County Forces (Estimate) TBD
Smith Road & Northwest Drive
Intersection Improvements
CRP # 914012

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Section 27 & 34 of T39N, R2E. The work involves intersection improvements that will likely be a roundabout or traffic signal at the current 4-way stop. This project will also require drainage upgrades and R/W acquisition, and is dependent on the NW Annex building being demolished at a future date. This project is listed #R7 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: The project is currently being scoped.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>TBD</th>
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<tbody>
<tr>
<td>Expenditures to Date:</td>
<td>$0</td>
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</table>

Funding Sources:

<p>| | |</p>
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<tr>
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</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$0</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$100,000 (Grant funds to be sought)</td>
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</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Roadway Frost Depth Detectors
CRP # 918001

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2019</th>
</tr>
</thead>
</table>

**Project Narrative:**
This item provides funding to address replacement of the County’s aging network of roadway frost depth detectors. These detectors are critical for implementing appropriate roadway restrictions to prevent structural damage following periods of deep frost. It is listed #R8 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**
Design work underway, construction scheduled for 2019.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$355,000</th>
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<tbody>
<tr>
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**Funding Sources:**

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<tbody>
<tr>
<td>Federal</td>
<td>$</td>
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<tr>
<td>State</td>
<td>$</td>
</tr>
<tr>
<td>Local</td>
<td>$325,000</td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

Due to the nature of this item, no map exists. Location of the new roadway frost depth detectors will be determined in 2019.
# Marine Drive

**Locust Avenue to Alderwood Avenue**  
Reconstruction and Bike/Ped Facilities  
**CRP # 917001**

## Construction Funding Year(s):  
2021

## Project Narrative:  
This Marine Drive project is located between Locust Ave. and Alderwood Avenue in Section 15 of T38N, R2E. The work involves reconstruction of approximately ½ mile of roadway with emphasis on bike/pedestrian and stormwater quality enhancements. This project is listed #R9 on the 2019-2024 Six-Year Transportation Improvement Program.

## Project Status:  
Survey completed and design initiated in 2017.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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## Funding Sources:  
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<th>Amount</th>
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<tbody>
<tr>
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</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$1,516,000</td>
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</table>

## Environmental Permitting  
ECS, BA, SEPA, CLR/CAO, Corps of Engrs

## Right-of-Way Acquisition (Estimate)  
TBD

## County Forces (Estimate)  
N/A

---

![Map of Marine Drive Project](image)
Whatcom County Public Works
Project Narrative

Lummi Nation Transportation Projects
CRP #912017

Construction Funding Year(s): 2019

Project Narrative:
The Lummi Nation Transportation Projects is located in Section 2, T37N, R1E and Section 34, T38N, R1E. This work, in fulfillment of the ferry lease obligation, involves the construction of transportation improvement projects in accordance with Exhibit C of the October 27, 2011 Uplands Lease Agreement for Lummi Island Ferry Use at Gooseberry Point. This project is listed #R11 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Projects funds will be available for expenditure when funds of equal or greater value are matched by the Lummi Nation.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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</table>

<table>
<thead>
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</thead>
<tbody>
<tr>
<td>Federal</td>
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<tr>
<td>State</td>
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<tr>
<td>Local</td>
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<table>
<thead>
<tr>
<th>Environmental Permitting</th>
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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
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</tr>
<tr>
<td>County Forces (Estimate)</td>
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</tbody>
</table>

Due to the nature of this item, no map exists. Location of the new transportation projects will be determined in 2019.
Point Roberts Transportation Improvements
CRP # 910002

Construction Funding Year(s): 2019

Project Narrative:
Point Roberts is located in T40N and T41N, R3W. The proposed improvements would be specific to area needs and the development of projects to be funded by the Pt. Roberts Transportation Benefit District. This project is listed #R12 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Public Works has assigned staff working with the Point Roberts Transportation Benefit District Advisory Committee to coordinate project evaluation, selection, and development.

<table>
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<tr>
<td>Federal</td>
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<tr>
<td>State</td>
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<td>Local</td>
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<table>
<thead>
<tr>
<th>Environmental Permitting</th>
<th>TBD</th>
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</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>$100,000</td>
</tr>
</tbody>
</table>
Slater Road/Haxton Way
CRP # 917002

Construction Funding Year(s):  TBD

Project Narrative: This project is located on Slater Road in Section 36, T39N, R1E. The project is to improve the intersection, through location of a dedicated left hand turn signal, pavement, drainage, signing, and striping improvements. This project is listed #R13 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status: The County has selected a traffic design consultant and completed the design of a protected left hand turn for both legs of Slater Road. Additional preliminary engineering for pavement design is anticipated for 2018.

Total Estimated Project Cost: $ TBD
Expenditures to Date: $ 43,000

Funding Sources:

<p>| | |</p>
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<tbody>
<tr>
<td>Federal</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Environmental Permitting
HPA, SEPA, Sec 404, NEPA

Right-of-Way Acquisition (Estimate) $ TBD
County Forces (Estimate) TBD
East Smith Road
Everson-Goshen Road to SR 542
CRP # 916006

Construction Funding Year(s): 2021

Project Narrative:
This East Smith Road project is located between Everson-Goshen Road and State Route 542 in Section 25 of T39N, R3E and Sections 28, 29, 30 T39N, R4E. The work will involve the pavement rehabilitation of approximately 3.25 miles of roadway. This project is listed #R14 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting and construction to be completed in 2021. Design and Construction is anticipated for 2021

Total Estimated Project Cost: $1,460,000
Expenditures to Date: $9,000

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Federal</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>$1,000,000 (RATA)</td>
</tr>
<tr>
<td>Local</td>
<td>$460,000</td>
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</table>

Environmental Permitting  SEPA, ESA
Right-of-Way Acquisition (Estimate) N/A
County Forces (Estimate) N/A
East Smith Road & Hannegan Road
Intersection Improvements
CRP # 914002

Construction Funding Year(s): 2021

Project Narrative:
The intersection of East Smith and Hannegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E. This project is listed #R15 on the 2019-2024 Six-Year Transportation Improvement Program. This intersection currently experiences delays due to the lack of left-turn channelization on Smith Road. The first phase of this project is to analyze a range of solutions as well as their associated benefits, limitations, and costs.

Project Status:
Traffic counts and warrants completed with an associated 'Alternatives Analysis' performed by a traffic consultant in 2018. Construction proposed for 2021.

Total Estimated Project Cost: $3,700,000
Expenditures to Date: $120,000

Funding Sources:
- Federal: $1,000,000 STBG available in 2021
- State: $0
- Local: $2,700,000

Environmental Permitting: SEPA, ESA
Right-of-Way Acquisition (Estimate): N/A
County Forces (Estimate): N/A
Guardrail Safety Program
Safety Improvements
CRP # 918002

Construction Funding Year(s): 2019

Project Narrative:
This item provides funding to install guardrail as safety measures throughout the County at locations fitting criteria detailed in the grant application. These improvements will decrease run off the road and struck fixed object type of accidents. It is listed #R16 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Grant applied for in spring 2017, with funding received and design initiated in 2018. Construction in Early 2019.

<table>
<thead>
<tr>
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<tbody>
<tr>
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<td>Federal $900,000</td>
</tr>
<tr>
<td></td>
<td>State $</td>
</tr>
<tr>
<td></td>
<td>Local $30,000</td>
</tr>
</tbody>
</table>

Environmental Permitting | Shorelines
Right-of-Way Acquisition (Estimate) | TBD
County Forces (Estimate) | TBD

Due to the nature of this item, no map exists. Location of the new guardrails are at 25 sites countywide.
# Turkington Road/Jones Creek

**CRP # 915013**

## Construction Funding Year(s):
TBD

## Project Narrative:
This project is located in Sections 6 & 7, T37N, R5E. This work involves completing design of road and bridge modifications in this area in coordination with a debris flow berm project being developed by the River and Flood Division. The project is listed #R18 on the 2019-2024 Six-Year Transportation Improvement Program.

## Project Status:
Alternate analysis work is underway by the River & Flood Division.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$ TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
<td>$0</td>
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</table>

<table>
<thead>
<tr>
<th>Funding Sources:</th>
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</thead>
<tbody>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Local</td>
</tr>
</tbody>
</table>

## Environmental Permitting
BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR

## Right-of-Way Acquisition (Estimate)
$50,000

## County Forces (Estimate)
N/A
Hemmi Road Flood Mitigation
CRP # 916007

Construction Funding Year(s): 2020

Project Narrative:
This Hemmi Road Flood Mitigation project is located on Hemmi Road approximately a half mile east of Hannegan Road, located in Section 16 and 21 of T39N, R3E. Hemmi Road is submerged several months of the year at this location. Project work will include raising this portion of the road, installing a larger culvert and associated road work. This project is listed #R22 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Engineering, permitting and real estate work expected to be completed in 2019 with construction scheduled in 2020.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$1,350,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
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Funding Sources:

<table>
<thead>
<tr>
<th></th>
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<th>State</th>
<th>Local</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$1,350,000</td>
</tr>
</tbody>
</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Innis Creek Road
CRP # 915014

Construction Funding Year(s):
TBD

Project Narrative:
This project is located northeast of Wickersham in Section 29, T37N, R5E. The work involves raising a quarter mile section of Innis Creek Road to mitigate flooding issues. This project is listed #R23 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Preliminary design and permitting work is underway with alternatives and associated costs developed in 2018.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
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</tbody>
</table>

<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: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Ferndale Road/Levee Improvements
CRP # 919001

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Sections 30 and 31, T39N, R2E. This project includes reconstruction of 1.2 miles of levee including the Ferndale Levee and Ferndale Treatment Plant Levee segments. The new levee will be set back slightly to Ferndale Road with the roadway serving as the crest of the levee. This project is listed #R26 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Due to the high cost, outside funding will be sought. The WCFCZD will pursue funding through the Floodplains by Design grant program administered by the DOE.

Total Estimated Project Cost: $7,000,000
Expenditures to Date: $0

Funding Sources:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$</td>
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<tr>
<td>State</td>
<td>$</td>
</tr>
<tr>
<td>Local</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Abbott Road/Levee Improvements
CRP # 919002

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Section 27, T40N, R3E. This project proposes to stabilize an approximately 600-LF section of the left bank of the Nooksack River adjacent to Abbott Road and to extend the upstream end of the Abbott Levee and realigned it to run under Abbott Road. This project is listed #R27 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: The funding sources will likely include the County Road fund, the WCFCZD and the LE Subzone.

| Total Estimated Project Cost: $600,000 |
| Expenditures to Date: $0 |
| Funding Sources: |
| Federal | $ |
| State | $ |
| Local | $600,000 |

Environmental Permitting: HPA, ACOE, Shorelines, SEPA
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Northwest Drive, City of Bellingham to Axton Road
Structural Overlay
CRP # 919003

Construction Funding Year(s): 2020

Project Narrative:
This project is located between the City Limits of Bellingham and Axton Road in Sections 2, 11, 26, & 35 of T38N & T39N, R2E. The work will involve a structural overlay of 3.45 miles of roadway, along with other minor improvements. This project is listed #R28 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Reviewed project scope with M&O Division, and decided to perform structural overlay (as opposed to "Chip Seal") due to following factors: road is urban arterial; project limits within UGA; current bike route; high ADT; and anticipated growth along corridor.

| Total Estimated Project Cost: | $1,500,000 |
| Expenditures to Date: | $0 |

<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: ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate): TBD

County Forces (Estimate): N/A
Small Area Paving
Bridge Approach, Pavement Rehabilitation, Minor Widening
CRP # 919004

Construction Funding Year(s): 2019

Project Narrative:
This work will address multiple locations throughout Whatcom County that are in need of corrections to settling bridge approaches, minor widening for safety issues, and pavement rehabilitation. This project is listed #R32 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Working with the Maintenance & Operations Division to scope out potential projects.

| Total Estimated Project Cost: | $250,000 |
| Expenditures to Date:         | $0       |

Funding Sources:

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Environmental Permitting
Right-of-Way Acquisition (Estimate)
County Forces (Estimate)

Due to the nature of this item, no map exists. Location of the small area paving will be determined.
Samish Way/Galbraith Lane
Pedestrian Crosswalk
CRP # 919005

Construction Funding Year(s): TBD

Project Narrative:
Construct pedestrian actuated crosswalk to allow access across Samish Way at Galbraith Lane. This project is listed #R33 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Project to coordinate with City of Bellingham proposed construction of a parking lot on southside of Samish Way at Galbraith Lane.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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<th>Funding Sources:</th>
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<td></td>
<td></td>
<td>State</td>
</tr>
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<td></td>
<td></td>
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</table>

| Environmental Permitting      | TBD   |
| Right-of-Way Acquisition (Estimate) | TBD |
| County Forces (Estimate)     | TBD   |
Marine Drive / Little Squalicum Creek - Bridge No. 1 Rehabilitation
CRP #910017

Construction Funding Year(s): TBD

Project Narrative:
This project is located near the Bellingham city limits in Section 8, T38N, R2E. This is a rehabilitation project to replace the bridge deck, strengthen the girders and cross beams, and remove the structurally deficient designation and existing load restrictions on the bridge. The project is listed #B1 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Preliminary design work to begin in 2019. Construction pending acquisition of BRAC funds.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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<tbody>
<tr>
<td>Expenditures to Date:</td>
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<tr>
<td>Federal</td>
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<tr>
<td>State</td>
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<tr>
<td>Local</td>
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</table>

Environmental Permitting: HPA, NEPA
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD

Map of the Marine Drive area with B1 marked.
Jackson Road / Terrell Creek - Bridge No. 81 Replacement  
CRP # 917004

Construction Funding Year(s): TBD

Project Narrative:  
This project is located near Birch Bay in Section 31, T40N, R1W. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed #B2 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:  
Project was submitted for BRAC funding in 2017 and was not selected for funding. Preliminary design work, including a type, size, and location study to begin in 2019. Outside funding will be pursued for the construction phase of this project.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$ TBD</th>
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<tbody>
<tr>
<td>Expenditures to Date:</td>
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Funding Sources:  
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<td>Local</td>
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</table>

Environmental Permitting | TBD  
Right-of-Way Acquisition (Estimate) | TBD  
County Forces (Estimate) | TBD  

![Map of Birch Bay and Terrell Creek with location marked as #B2](image_url)
N. Lake Samish Road Bridge No. 107 Replacement Study
CRP # 913006

Construction Funding Year(s):
TBD

Project Narrative:
This project is located on Lake Samish in Section 27, T37N, R3E. This project will replace the existing 250-foot timber bridge which is structurally deficient. This project is listed #B4 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Project was submitted for BRAC funding in 2017 and was not selected for funding. The type, size, and location study for the replacement bridge was completed in 2017. Final design, permitting, and real estate work is underway. Outside funding will be pursued for the construction phase of the project.

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<table>
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</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces</td>
<td>TBD</td>
</tr>
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</table>
Hannegan Road Bridge No. 236 Replacement
CRP #913007

Construction Funding Year(s): 2018

Project Narrative:
This project is located on Hannegan Road between Central and Ten Mile Roads in Section 16, T39N, R3E. This is a project to replace the last 31-foot channel beam bridge on the Hannegan Road. This old design is not suited for the volume of truck traffic present on the Hannegan Road. This project is listed #B5 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status: Project design and permitting completed in 2017. Construction of this project expected to be completed in 2018. Project closeout will continue into 2019. Rural STP funds have been obtained for construction of this project.

| Total Estimated Project Cost: | $1,770,000 |
| Expenditures to Date: | $1,520,000 |

| Funding Sources: |
| Federal | $950,000 (STP) |
| State | $0 |
| Local | $820,000 |

Environmental Permitting: HPA, NEPA, ACOE, Shorelines
Right-of-Way Acquisition (Estimate): N/A
County Forces: N/A

[Map of Hannegan Road Bridge No. 236 Replacement]
Roberts Road/Anderson Creek, Bridge No. 249
CRP # 915020

Construction Funding Year(s): 2019

Project Narrative:
This project is located west of Deming in Section 19, T39N, R4E. This project will replace the existing 69-foot bridge, which is structurally deficient with a new reinforced concrete bridge. This project is listed #B6 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status: Project design, real estate, and permitting work completed in 2017. Construction of this project expected to be completed in 2019. Federal BRAC funds have been obtained for this project.

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<table>
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<tbody>
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<td>HPA, ACOE, 404, NEPA</td>
<td>County Forces (Estimate)</td>
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</table>

Federal $0
Local $757,830
Massey Road/Sumas River, Bridge No. 291
CRP # 915016

Construction Funding Year(s): 2019

Project Narrative:
This project is located east of Everson in Section 5, T39N, R4E. This project will replace the deck on this structurally deficient bridge. These improvements will remove the structurally deficient designation and load restrictions. This project is listed #B7 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Design and permitting work completed in 2018. Girder and guardrail procurement will be completed in 2018. Construction of this project scheduled for 2019.

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<td>$0</td>
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<tr>
<td>Local</td>
<td>$270,000</td>
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</table>

<table>
<thead>
<tr>
<th>Environmental Permitting:</th>
<th>HPA, SEPA, Shorelines</th>
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<tbody>
<tr>
<td>Right-of-Way Acquisition:</td>
<td>N/A</td>
</tr>
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<td>County Forces (Estimate):</td>
<td>$100,000</td>
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</table>
W. Badger Road/Bertrand Creek Bridge No. 50
CRP # 915024

Construction Funding Year(s): 2019

Project Narrative:
This project is located west of Lynden in Section 12 & 14, T40N, R2E. This is to replace this structurally deficient bridge. This project is listed #B8 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status: Design, permitting, and real estate work expected to be completed in 2018. Construction of this project scheduled for 2019. Federal BRAC funds in the amount of $1,430,008 have been obtained for this project. A request for additional BRAC funds will be submitted in 2018 which, if successful, will reduce the local funding on this project.

<table>
<thead>
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<th>Total Estimated Project Cost:</th>
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</table>

Environmental Permitting: HPA, SEPA, 404, NEPA

Right-of-Way Acquisition (Estimate)

County Forces (Estimate)

![Map of W. Badger Road/Bertrand Creek Bridge No. 50]
Mosquito Lake Rd/Hutchinson Creek Tributary
Fish Passage
CRP # 919006

Construction Funding Year(s): TBD

Project Narrative: The existing 30-inch diameter concrete culvert at this location was damaged in early 2018 and a temporary fix completed in late 2018. This culvert has been identified as a barrier to fish passage. Permits for the temporary repair project requires that the existing culvert is replaced with a structure that meets current fish passage requirements. This project is listed #B15 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Design and permitting work to begin in 2019

| Total Estimated Project Cost: | TBD |
| Expenditures to Date: | $0 |

| Funding Sources: |
| Federal | $0 |
| State | $0 |
| Local | $250,000 |

| Environmental Permitting | TBD |
| Right-of-Way Acquisition (Estimate) | TBD |
| County Forces (Estimate) | TBD |
North Fork Road/Kenny Creek
Fish Passage
CRP # 919007

Construction Funding Year(s): TBD

Project Narrative: The existing 5-foot diameter corrugated steel culvert which carries Kenny Creek under the North Fork Road has been identified as a barrier to fish passage and, considering habitat to be gained, is considered one of the highest priority barriers within the County road system. Washington State Fish Barrier Removal Board funding has been applied for the design phase of this fish passage project. Results of this funding application are expected in the fall of 2018. Should these funds be obtained preliminary engineering work and an alternative analysis will be initiated in 2019. This project is listed as #B16 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:

<table>
<thead>
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<th>Total Estimated Project Cost:</th>
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<tbody>
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<td>Expenditures to Date:</td>
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<table>
<thead>
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<tr>
<td>Federal</td>
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<table>
<thead>
<tr>
<th>Environmental Permitting</th>
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<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
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</tr>
</tbody>
</table>
## Replacement of Whatcom Chief & Terminal Modification

**CRP # 919008**

### Construction Funding Year(s):

TBD

### Project Narrative:

This project includes replacement of the Whatcom Chief with a 34 car vessel and modifications of the existing ferry terminals to accommodate the new vessel. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed #F1 on the 2019-2024 Six Year Transportation Improvement Program.

### Project Status:

Design work for the new vessel is expected to begin in 2019. This work will coincide with the next cycle of funding by the County Road Administration Board.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>TBD</th>
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<tbody>
<tr>
<td>Expenditures to Date:</td>
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</table>

### Funding Sources:

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</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$0</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$650,000</td>
</tr>
</tbody>
</table>

### Environmental Permitting

None Required

### Right-of-Way Acquisition (Estimate)

None Required

### County Forces (Estimate)

N/A

---

**M/V Whatcom Chief**

![M/V Whatcom Chief](image-url)
**Whatcom County Public Works**  
**Project Narrative**

### Ferry Terminal Painting and Structural Repair Project  
**CRP # 917015**

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2018 and 2019</th>
</tr>
</thead>
</table>

**Project Narrative:**  
This project includes structural steel repair and painting of the approach spans and towers at both ferry terminals. This project is listed #F2 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**  
The design, permitting, and construction work on the structural steel repair portion of this project is expected to be completed in 2018. Design and permitting work on the painting portion of this project is underway with construction scheduled in 2019.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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**Funding Sources:**

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<tr>
<td>State</td>
<td>$</td>
</tr>
<tr>
<td>Local</td>
<td>$1,200,000</td>
</tr>
</tbody>
</table>

**Environmental Permitting**  
HPA, SEPA, CORPS 404, COUNTY SHORELINES

**Right-of-Way Acquisition (Estimate)**  
None Required

**County Forces (Estimate)**  
$50,000
Lummi Island Breakwater Replacement
CRP #914015

Construction Funding Year(s):
2019

Project Narrative:
This project includes replacing the southerly breakwater at the Lummi Island ferry terminal. This structure was constructed in the mid 1980's and is reaching the end of its service life. This project is listed #F3 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Design and permitting work expected to be completed in early 2019, with construction of this project scheduled in late 2019. Federal Ferry Boat Program funds have been obtained for this project.

| Total Estimated Project Cost: | $1,950,000 |
| Expenditures to Date:         | $200,000   |

Funding Sources:

|                      | Federal  | $1,251,000 (FBP) |
|                      | State    | $          |
|                      | Local    | $699,000   |

Environmental Permitting
HPA, SEPA, CORPS 404, COUNTY SHORELINES

Right-of-Way Acquisition (Estimate)
None Required

County Forces (Estimate)
N/A
Relocation of Gooseberry Terminal
CRP # 919009

Construction Funding Year(s): TBD

Project Narrative:
This project involves relocation of the Gooseberry Point Ferry Terminal. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed #F4 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Early action items will likely include EIS and real estate work. This work will coincide with the next cycle of funding by the County Road Administration Board.

| Total Estimated Project Cost: | TBD |
| Expenditures to Date: | $ |

| Funding Sources: |
| Federal | $0 |
| State | $0 |
| Local | $400,000 |

Environmental Permitting: None Required
Right-of-Way Acquisition (Estimate): None Required
County Forces (Estimate): None Required
Various Bridges Rehabilitation / Replacement  
CRP #919010

**Construction Funding Year(s):** 2019

**Project Narrative:**
This item provides funding to address unanticipated bridge rehabilitation and/or replacement. It is listed #Y1 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**
Design and construction to occur as necessary.

<table>
<thead>
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<th>Total Estimated Project Cost: $1,800,000</th>
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</thead>
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<tr>
<td></td>
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</table>

<table>
<thead>
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<tbody>
<tr>
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<tr>
<td>County Forces (Estimate)</td>
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</tr>
</tbody>
</table>

Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.
Right of Way Acquisition
CRP # 919011

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2019-2024</th>
</tr>
</thead>
</table>

**Project Narrative:**
This item addresses the unanticipated need for Right-of-Way that may arise during a given year that requires immediate action. This project is listed #Y2 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**
N/A.

<table>
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**Funding Sources:**

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<td>State</td>
<td>$0</td>
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<tr>
<td>Local</td>
<td>$180,000 (2019-2024)</td>
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<table>
<thead>
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</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>N/A</td>
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</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
**Unanticipated Site Improvements**  
**CRP # 919012**

**Construction Funding Year(s):**  
2019-2024

**Project Narrative:**  
This Annual Construction Program item addresses the unanticipated project(s) that may arise during a given year that require immediate action due to safety concerns, environmental factors, traffic volumes, accident history, funding or grant availability and other issues not related to an existing program project. This project is listed #Y3 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**  
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

<table>
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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Unanticipated Stormwater Quality Improvements
CRP # 919013

Construction Funding Year(s): 2019

Project Narrative:
This project varies in location. Identification and prioritization to be addressed and reviewed through County Council. This project is listed #Y4 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Design and construction will be completed in 2019/2020.

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<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Unanticipated Non-motorized Transportation Improvements
CRP # 919014

**Construction Funding Year(s):**
2019 - 2024

**Project Narrative:**
This program item addresses the need to identify and prioritize non-motorized projects for future consideration. Projects would include pedestrian and bike facilities (e.g., sidewalks, trails, shoulder widening) in various locations around the county. This project is listed #Y5 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$600,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Sources:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$0</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$600,000 (2019-2024)</td>
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</table>

<table>
<thead>
<tr>
<th>Environmental Permitting</th>
<th>TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>$90,000</td>
</tr>
</tbody>
</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
### Swift Creek Transportation Impacts

**CRP # 919015**

**Construction Funding Year(s):** TBD

**Project Narrative:**
This item addresses the various projects related to Sumas Mountain/Swift Creek Slide. Locations to be determined. This project is #Y7 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**
Design and construction for the various projects will be initiated in 2019 and extend through 2020.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $600,000</th>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Federal $0</td>
</tr>
<tr>
<td></td>
<td>State $0</td>
</tr>
<tr>
<td></td>
<td>Local $600,000 (2019-2024)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Environmental Permitting</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>N/A</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>$90,000</td>
</tr>
</tbody>
</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
**Railroad Crossing Improvements**  
**CRP # 919016**

**Construction Funding Year(s):** 2019 - 2024

**Project Narrative:**
Locations to be determined. Identification and prioritization to be addressed. This project is listed #Y8 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**
Locations and prioritization of projects is on-going. Negotiations with BNSF will be a factor on timing and cost.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$300,000</th>
</tr>
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<tr>
<td>Expenditures to Date:</td>
<td>0</td>
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**Funding Sources:**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Federal</td>
<td>$0</td>
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<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$300,000 (2019-2024)</td>
</tr>
</tbody>
</table>

- **Environmental Permitting:** TBD
- **Right-of-Way Acquisition (Estimate):** TBD
- **County Forces (Estimate):** $150,000

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
An Ordinance Regarding Changing the Name of Creasy Road to Creasey Road.

ATTACHMENTS:
1) Memo to County Executive and County Council
2) Staff Report
3) Road Name Change Ordinance
4) Cost Estimate
5) Vicinity Map

SEPA review required?  ( ) Yes  ( X ) NO
SEPA review completed?  ( ) Yes  ( X ) NO
Should Clerk schedule a hearing?  ( X ) Yes  ( ) NO
Requested Date: 10/23/2018

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 accordance with Whatcom County Code 12.60.140, it has been requested that the name of Creasy Road be changed to Creasey Road.

COMMITTEE ACTION:

COUNCIL ACTION:
10/9/2018: introduced 6-0

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

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

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

Through: Jon Hutchings, Director

From: Joseph P Rutan, P.E., County Engineer/Assistant Director
        Douglas W Ranney II, P.E., Engineering Services Manager

Date: September 26, 2018

Re: Creasy Road Name Change Ordinance

Requested Action:
The Public Works Department requests a road name change for Creasy Road. The updated road name is proposed as Creasey Road. Whatcom County Code 12.60.140(B)(3) was utilized to notify affected residents and prepare the enclosed staff report and ordinance.

Background and Purpose:
In early 2017, Mr. Jeff Creasey approached the Engineering Services Division inquiring about correcting the spelling of the road he lives on Creasy Road. Engineering Services investigated and discovered that the road was originally platted in 1883 as Creasey Road and was unable to determine how or why the current road is officially named and signed as Creasy Road.

The Public Works Department initially was in support of the request and moved forward to notify affected residents, obtain any written objections and prepare a road name change ordinance for County Council decision.

Information:
The road name change proposal was not disputed by affected residents, What-Comm 9-1-1, or the local fire district. The total cost to replace the 7 road name signs is $312.64 and the funds for which will come from the Road Fund.

399
WHATCOM COUNTY PUBLIC WORKS - ENGINEERING SERVICES
STAFF REPORT

September 26, 2018

The application by Mr. Jeff Creasey in cooperation with Whatcom County Public Works Department for a road name change

FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS

I. SUMMARY OF APPLICATION AND RECOMMENDATIONS

Summary: A road name change from Creasy Road to Creasey Road. The road name change affects 59 parcels. It is located in Township 40N, Range 1E.

Recommendation: The Public Works Department recommends approval of the requested road name change.

II. BACKGROUND INFORMATION

Mr. Jeff Creasey approached the County requesting revision of the road name to honor the memory of his grandfather Mr. William Ralph Creasey, whom immigrated from England and worked as a coal miner, hence, the long history of family in the area dating back to the late 1800’s.

III. SITE DESCRIPTION

Creasy Road begins south of Portal Way; it is approximately 2 miles in length and provides access to 59 property owners.

IV. PROJECT PROPOSAL

The Whatcom County Public Works Department proposes to revise the name of Creasy Road to Creasey Road, as originally platted in 1883. When analyzing the road name change, it was determined that the affected property owners have no objections to the change.

The cost to replace the 7 road signs affected by this road name change is $312.64.
V. PROPERTY OWNER NOTICE AND COMMENT

Requirements for notice to affected property owners, What-Comm 9-1-1, and the local fire district(s) is contained in WCC 12.60.140(B)(3).

Notice of Application: The Notice of Application for this proposal was mailed to all affected property owners along Creasy Road, What-Comm 9-1-1, and the local fire district.

Public Input: During the 30 day comment period for the County received no written comments or objections to the road name change.

VI. RECOMMENDATION

The Public Works Department has determined that the project does comply with applicable Whatcom County regulations.

As stated above the Public Works Department recommends approval of the road name change and installation of revised road signs.

Report prepared for the Whatcom County Council by:

Douglas W Ranney II, P.E.
Engineering Services Manager

and

Esther Miranda
Clerk/Receptionist (Addressing)
ORDINANCE NO.________

CHANGING THE NAME OF CREAMY ROAD TO CREAMY ROAD

WHEREAS, Creasy Road was originally platted as Creasey Road in 1883; and

WHEREAS, Mr. Jeff Creasey wishes to honor the memory of his grandfather, Mr. William Ralph Creasey, by correcting the spelling of Creasy Road; and

WHEREAS, local residents have no objection to changing their road name to Creasey Road; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the name of Creasy Road be changed to Creasey Road:

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install the appropriate signs; and

BE IT FURTHER ORDAINED that the Sheriff's Department be provided a copy of this ordinance.

ADOPTED this ____ day of __________, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:

( ) Approved    ( ) Denied

Jack Louws, Executive

Date: ___________________________
Memo

To: Dave Hower, Engineering
From: Jeff Thomas, Senior Sign Leader
Date: 9/18/2018
Re: Creasey Rd. Name change

Listed below are the Estimated costs of the signs and installation for Creasey Rd. Name change. These costs are broken down by signs, materials, labor and equipment.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Signs</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Road Names (36x9)</td>
<td>13.98</td>
<td>97.64</td>
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<table>
<thead>
<tr>
<th>Qty</th>
<th>Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Qty</th>
<th>Labor</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Hours for sign installation and fabrication of name signs</td>
<td>61.60</td>
<td>184.80</td>
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</table>

<table>
<thead>
<tr>
<th>Qty</th>
<th>Equipment</th>
<th>Cost</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>Hours Equip # 196</td>
<td>15.00</td>
<td>30.00</td>
</tr>
</tbody>
</table>

TOTAL DUE $312.64
### CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Date</th>
<th>Date Received in Council Office</th>
</tr>
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<tbody>
<tr>
<td>10/8/2018</td>
<td></td>
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</table>

| Division Head:        |      |                                 |
| Dept. Head:           |      |                                 |
| Prosecutor:           |      |                                 |
| Purchasing/Budget:    |      |                                 |

| Executive:            |      |                                 |

### TITLE OF DOCUMENT:
Appointment to Drainage Improvement District 20 Glen Oostema

### ATTACHMENTS:
Application

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

<table>
<thead>
<tr>
<th>Should Clerk schedule a hearing? ( ) Yes ( ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requested Date:</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.)

**Applicant:** Glen Oostema - District Boundaries generally encompass the area east/southeast of the City of Lynden, north of the Nooksack River, and includes Kamm Ditch and Mormon Ditch drainage areas.

**Duties** include field review of drainage needs, attending an annual meeting to determine the next year's work schedule and assessment levy, elect internal officers, and review, discuss, or act on any other official and district business. The person appointed will serve until the next special district election (RCW 85.06 and RCW 85.38.070(5)).

**Supervisor Position 3,** appointment term will expire at the special district general election of February 2020.

### 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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Glen Ostema

Street Address: 8402 Northwood Rd.

City: Lynden

Mailing Address (if different from street address):

Day Telephone: 360-816-1492 Evening Telephone: Cell Phone:

E-mail address: glenostema@gmail.com

1. Name of board or committee—please see reverse: Consolidated Drainage Improvement Dis-20

2. You must specify which position you are applying for.
   Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)
   Yes ( ) No ( )

4. Which Council district do you live in? ( ) One ( ) Two ( ) Three ( ) Four ( ) Five

5. Are you a U.S. citizen? ( ) Yes ( ) No

6. Are you registered to vote in Whatcom County? ( ) Yes ( ) No

7. Have you ever been a member of this Board/Commission? ( ) Yes ( ) No
   If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) Yes ( ) No
   If yes, please explain:

9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ( ) Yes ( ) No

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

Former Dairy Farmer, still raise dairy replacement heifers.
also do construction work

11. Please describe why you’re interested in serving on this board or commission: Me and my wife own 117 acres in Karm & Morrow district

References (please include daytime telephone number):

Signature of applicant: [Signature]

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<tbody>
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<td>Orignator:</td>
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<td>10/12/18</td>
<td></td>
<td>10/23/18</td>
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</tr>
<tr>
<td>Prosecutor:</td>
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<td>Purchasing/Budget:</td>
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<td>10.15.18</td>
<td></td>
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</tbody>
</table>

**TITLE OF DOCUMENT:** Appointment to the Bicycle/Pedestrian Advisory Committee

**ATTACHMENTS:** Application for appointment.

**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.)

County Executive Jack Louws requests the confirmation of his appointment of Raymond Owings to the Bicycle/Pedestrian Advisory Committee.

**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.
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
Raymond

Last Name
Owings

Date
10/9/2018

Street Address
415 14th Street

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
3607522062

Secondary Telephone
3603196608

Email Address
markowings@comcast.net

1. Name of Board or Committee
Bicycle/Pedestrian Advisory Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
Yes

3. Which Council district do you live in?
District 1

4. Are you a US citizen?
Yes

5. Are you registered to vote in Whatcom County?
Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?
   No

7. Have you ever been a member of this Board/Commission?
   No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   Field not completed.

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education
   Retired pathologist. Owner of online tandem bicycle business. Daily cycling in City and County for recreation/leisure and for errands, etc. I have not attached my CV, as much of it does not apply to this position; however, it can be supplied if desired.

10. Please describe why you’re interested in serving on this board or commission
    I am hoping my experiences as a cyclist and as a business owner will serve the needs of the Committee and County as they work to address transportation and recreation needs for the County, specifically as regards bicycling and walking. I firmly believe in the importance of incorporating support and facilities for cycling and walking into County transportation plans and project implementation.

References (please include daytime telephone number):
Joe Nolting 360-746-4878 Ken Gass 360-393-2612

Signature of applicant:
Raymond Mark Owings

Place Signed / Submitted
Bellingham, WA
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tr>
<td>Division Head:</td>
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<td>Prosecutor:</td>
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<tr>
<td>Executive:</td>
<td></td>
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</table>

**TITLE OF DOCUMENT:**
Appointment Climate Impact Advisory Committee Ellyn Murphy & Johnathan Yakawich

**ATTACHMENTS:**
Application

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

**Should Clerk schedule a hearing?**

| ( ) Yes | ( ) No |

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

There are 2 Vacancies on the Climate Impact Advisory Committee - both vacancies are partial terms ending 1/31/2021
Applicants will have previous work or educational experience in subjects including climate change, renewable energy development, energy conservation, energy sector, waste reduction and recycling, farming, food security, land use planning, municipal government and flood mitigation and planning. Elected officials and staff from the cities within the county are eligible and encouraged to participate as members. The committee provides review and recommendations to the Whatcom County Council and Executive on issues related to the preparation and adaptation for, and the prevention and mitigation of, impacts of climate change.

Applicants: Ellyn Murphy and Johnathan Yakawich

**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).
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.

<table>
<thead>
<tr>
<th>First Name</th>
<th>Ellyn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Murphy</td>
</tr>
<tr>
<td>Date</td>
<td>10/3/2018</td>
</tr>
<tr>
<td>Street Address</td>
<td>321 S State Street</td>
</tr>
<tr>
<td>City</td>
<td>Bellingham</td>
</tr>
<tr>
<td>Zip</td>
<td>98225</td>
</tr>
<tr>
<td>Do you live in &amp; are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you have a different mailing address?</td>
<td>YES</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>PO Box 5783, Bellingham, WA 98227</td>
</tr>
<tr>
<td>Primary Telephone</td>
<td>509 554-6203</td>
</tr>
<tr>
<td>Secondary Telephone</td>
<td>Field not completed,</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:ellyn.murphy10@gmail.com">ellyn.murphy10@gmail.com</a></td>
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### Step 2

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Climate Impact Advisory Committee</td>
</tr>
<tr>
<td>Climate Impact Advisory Committee Position:</td>
<td>I have previous work or educational experience in climate change.</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 1</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>Ellyn Murphy resume brief.pdf</td>
</tr>
<tr>
<td>9. Please describe your occupation (or former)</td>
<td>Please see attached resume</td>
</tr>
</tbody>
</table>
10. Please describe why you’re interested in serving on this board or commission

I want to use my technical expertise to help this community plan and prepare for climate change. We moved to Bellingham a year ago from the Tri-Cities, so I hope to provide a fresh, unbiased perspective, while learning more about the complicated climate-related issues that could negatively impact the local economy. As you can see from my attached resume, I have been passionate about climate change and its impact on our communities and quality of life.

References (please include daytime telephone number):

Judy Hopkinson (360) 920-1728 Jayne Freudenger (360) 734-5283 Marilyn Quadrel (509) 539-2294

Signature of applicant: Ellyn Murphy

Place Signed / Submitted: Bellingham, WA

Email not displaying correctly? View it in your browser.
Ellyn Murphy
321 South State Street
Bellingham, WA 98225
(509) 554-6203
ellyn.murphy10@gmail.com

Relevant Experience

- As a member of the Mid-Columbia Energy Initiative (sponsored by the Tri-Cities Economic Development Council), I served on a subcommittee which developed guidelines for community sustainability with an emphasis on water and energy.
- Chaired a committee and published a report on Sustainable Communities for the Tri-Cities (Kennewick, Pasco, and Richland) for the local League of Women Voters (LWV).
- Co-chaired a state-wide committee for the Washington LWV to develop a tool-kit on climate change.
- Served on a nation-wide LWV committee on climate change and attended the December 2009 United Nations Conference of the Parties (COP 15) meeting on climate change in Copenhagen, Denmark.
- As a member of the Tri-Cities chapter of the Citizens Climate Lobby, I have written multiple letters to the editor and an op-ed on adaptation to climate change.
- In addition to a career in hydrology and forestry, I have also focused on strategic planning in energy and environment and science communication.

Education

B.S. General Science University of Iowa, 1975
M.S. Forest Science Oregon State University, 1979
Ph.D. Hydrology University of Arizona, 1987

Technical Experience

- Strategic research planning and development in energy and environment, specifically on the use of performance assessment models for understanding the regional impacts of climate change on communities. Also led committees that developed research initiatives on subsurface carbon sequestration and advanced energy storage.
- Hydrology research areas included contaminant fate and transport in groundwater; groundwater recharge rates through the vadose zone; groundwater age; and bioremediation.
- Forestry research areas included tree/plant physiology and reforestation.
- Science communication

Work Experience

Research Associate 1975-1977 University of Iowa Medicine
Senior Program Manager 1987-2013 Pacific Northwest National Laboratory
Department Manager Energy & Environment Directorate
Research Scientist Richland, WA

Most of my career was spent at PNNL, a Department of Energy National Laboratory, as a research scientist, line manager, and in strategic planning of new research areas for the Laboratory. I retired in September 2013. Publications and reports available upon request.

Community Activities

Citizens Climate Lobby:

As part of the Tri-Cities chapter of CCL, I authored letters to the editor that were published in the Tri-Cities Herald and wrote an op-ed for the bilingual newspaper, You Decide or Tu Decide on climate change adaptation. The latter was a ten-part series on Climate Matters: Causes, impacts and solutions to climate change. Tu Decide is a weekly publication that reaches small farming communities in the Yakima Valley.

League of Women Voters:

Chair a committee and published a report on Sustainable Communities for the Tri-Cities (Kennewick, Pasco, and Richland). Conducted interviews of city officials to determine best practices in buildings and energy, transportation and mobility, waste management, food security, and planning, analysis, vision and community outreach. Our premise for the report was that sustainable practices lead to more cost-effective provision of services, which means a more efficient use of revenue and/or taxes, and overall, a higher quality of life.


Co-Chaired a state-wide committee to develop a tool-kit on climate change with an emphasis on the impacts of climate change in Washington state. This Climate Action tool-kit is available on the League of Women Voters state website:

https://www.lwwa.org/toolkits

I also served on the LWV nation-wide committee on Climate Change. This committee developed material for the national website. As part of this committee, I attended the December 2009 United Nations Conference of the Parties (COP-15) meeting on climate change in Copenhagen, Denmark.

Tri-Cities Economic Development Council (TRIDEC):

As part of the Mid-Columbia Energy Initiative, we developed material to showcase community sustainability practices in the Tri-Cities. The focus of the committee was energy and water, but also emphasized research and innovation, waste management, and reuse and recycling.

Hobbies

Outdoor activities such as camping, kayaking, and fishing, woodworking, reading and travel.
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  Johnathan
Last Name  Yakawich
Date  6/16/1990
Street Address  7480 Clamdigger Dr.
City  Blaine
Zip  98230
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  360-296-0857
Secondary Telephone  Field not completed.
Email Address  john.yakawich@gmail.com

Step 2
1. Name of Board or Committee: Climate Impact Advisory Committee

Climate Impact Advisory Committee Position: I have previous work or educational experience in the energy sector.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? Yes

3. Which Council district do you live in? District 5

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? Yes

If yes, please explain: Currently a Process Engineer at the BP Cherry Point Refinery.

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions: WCIAC Application - John Yakawich pdf

9. Please describe your occupation (or former occupation): Please see attached.
occupation if retired), qualifications, professional and/or community activities, and education

| 10. Please describe why you're interested in serving on this board or commission | Please see attached. |
| References (please include daytime telephone number): | Please see attached. |
| Signature of applicant: | John Yakawich |
| Place Signed / Submitted | Lynnwood, WA |

Email not displaying correctly? [View it in your browser.]
John Yakawich
7480 Clamdigger Dr. Blaine, WA 98230 | Mobile: (360) 296-0857 | john.yakawich@gmail.com

Objective
To leverage my experience in the energy sector and engage as an active citizen in practicing responsible development and environmental stewardship as a dedicated member of the Whatcom County Climate Impact Advisory Committee.

Experience

PROCESS ENGINEER | BP | AUGUST 2015 - PRESENT
- Support day-to-day asset operations for the Reformer area complex, including troubleshooting, comprehensive unit health monitoring, process control development, and unit optimization within regulatory safety parameters
- Provide technical input and recommendations to 50 unit operators and refinery leadership team, regarding Hazard and Operability Studies, incident investigations, and procedure reviews
- Coordinate with team of ~50 operators, ~20 contractors, 10 planners, and 6 process engineers on major annual maintenance activities

SUPPORT ENGINEER CO-OP | BP | JANUARY 2013 – AUGUST 2014
- Prepared Toledo, OH Risk Management Plan for submission to the Environmental Protection Agency
- Developed process safety management skills and aided in day to day operations at Cherry Point Refinery, Toledo Refinery, and Naperville facility

UNDERGRADUATE RESEARCH ASSISTANT | MSU – RESONANCE IMAGING LAB | SEPTEMBER 2012 – AUGUST 2013
- Researched properties of alginate gels for medical applications
- Drafted grant proposals for continuous research funding

CRLA CERTIFIED TUTOR | MSU – LEARNING CENTER | AUGUST 2009 – DECEMBER 2013
- Completed all levels of the College Reading and Learning Association (CRLA Certification), demonstrating proficiency in tutoring students and facilitating study sessions in General Chemistry, Physics, Biology, College Algebra and Calculus I and II

Professional Accreditations

MONTANA SOCIETY OF ENGINEERS - GOLD MEDAL AWARD FINALIST

NATIONAL COUNCIL OF EXAMINER FOR ENGINEERING AND SURVEYING – FUNDAMENTALS OF ENGINEERING EXAMINATION
Volunteer Activities

GLOBAL PEACE FOUNDATION VOLUNTEER | JULY 2011 - PRESENT
- Participate in international peace conferences and community service initiatives to promote local, national, and regional peace building models; activities include international book drives, humanitarian movie screenings and awareness campaigns, park maintenance projects, and character education workshops with inner city youth. https://www.globalpeace.org

CORE VALUES FOR LIFE VOLUNTEER | JANUARY 2015 - PRESENT
- Volunteer and mentor network of 20 college students and young professionals

BP RECREATIONAL CLUB MEMBER | MAY 2015 - PRESENT
- Lead and organize volunteers to staff family-friendly activities, such as outdoor movie screenings in the summer and gingerbread cookie decorating during the holidays

BELLINGHAM YOUNG KIWANIS MEMBER | AUGUST 2015 – PRESENT
- Engage in community service and volunteer projects to benefit Bellingham children and families; activities include baby food drives, park clean-ups, and beautification projects for Lydia Place. https://www.bellinghamkiwanis.org

BP NEW HIRE BUSINESS RESOURCE GROUP PROGRAM COORDINATOR | MAY 2016 - PRESENT
- Plan and execute networking events throughout the calendar year to welcome new employees and introduce them to the Whatcom community, fellow colleagues, and senior leadership

BP SAFETY COMMITTEE MEMBER | DECEMBER 2017 - PRESENT
- Promote BP’s safety culture through monthly review meetings, bulletin messages highlighting seasonal hazards, and personal and process safety education at the annual safety fair

ONE YOUNG WORLD DELEGATE | SEPTEMBER 2018 – PRESENT
- Attend global forum of young leaders to share and create innovative solutions to the most pressing global issues with counsel from the most influential business, political and humanitarian figures. https://www.oneyoungworld.com

Education

MONTANA STATE UNIVERSITY (MSU) | BOZEMAN, MT
- Bachelor of Science, Chemical Engineering, May 2015
- Bachelor of Science, Biological Engineering, May 2015
- Cumulative GPA: 3.88
Please describe why you are interested in serving on this board or commission.

I’ve always enjoyed volunteering with local philanthropy and community service projects because I find a deeper sense of meaning and purpose whenever I serve others. But for some time now, I’ve also wanted to apply my professional experience in the energy sector to better serve my community and the environment as an actively engaged citizen. So when I heard about the Whatcom County Climate Impact Advisory Committee from Derek Gremban, I was immediately interested in getting involved.

I developed a strong appreciation for the environment since my formative years in Montana. Backpacking trips from cub scout to Eagle Scout, and countless expeditions with friends and family, fostered a profound respect for the natural world. This respect only grew when I explored Washington State’s great outdoors as a Whatcom County resident over the last three years. Now that I am a father, I’m even more committed to enjoying the wild and passing on a legacy of environmental stewardship for my son.

One recent example of this is my participation as a delegate to the One Young World conference in The Hague, Netherlands. I look forward to engaging with other leaders and global citizens to address 17 Sustainable Development Goals, especially climate action, affordable and clean energy, and climate change. I am eager for this experience to enhance my work as a Process Engineer at BP Cherry Point Refinery. But I also believe that I can contribute even further to the community at large by serving on the Whatcom County Climate Impact Advisory Committee.

Thank you for your consideration, and I’d love to meet over coffee to discuss more with you in person! My mobile is 360-296-0857, and I can be reached via email at john.yakawich@gmail.com.

Best wishes,

John Yakawich
Family photo of myself, wife Mia, and son Hiro.

References:

Carol Bird-Terrell – Line Manager and Team Lead at BP | (360) 303-1471 | carol.bird-terrell@bp.com
Derek Gremban – BP colleague and former Bellingham Young Kiwanis Board Member | (360) 526-3208 | derek.gremban@bp.com
Kimihira Miyake – Program Specialist, Youth Engagement and Leadership Development at Global Peace Foundation | (914) 715-8517 | kmiyake@globalpeace.org
## TITLE OF DOCUMENT:

Ordinance establishing the Northshore Drive/Edgewater Lane Stormwater Improvements Fund and establishing a project based budget for the Northshore Drive/Edgewater Lane Stormwater Improvements Fund

## ATTACHMENTS:

1. Ordinance
2. Supplemental Budget Request

## 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 establishing the Northshore Drive/Edgewater Lane Stormwater Improvements Project Fund and appropriating budget authority of $220,000. The fund will be used to account for the revenues and expenditures related to building the Northshore Drive/Edgewater Lane Stormwater Improvements. This appropriation is intended to cover the right-of-way scoping and preliminary engineering.

## 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.
ORDINANCE NO. ________

ORDINANCE ESTABLISHING THE NORTHSHORE DRIVE/EDGEWATER LANE STORMWATER IMPROVEMENTS FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE NORTHSHORE DRIVE/EDGEWATER LANE STORMWATER IMPROVEMENTS FUND

WHEREAS, Northshore Drive/Edgewater Lane Stormwater Improvements is listed as item number 2 on the 2019-2024 Six-Year Water Resources Improvement Program for the Lake Whatcom Watershed with anticipated right-of-way scoping and preliminary engineering costs of $170,000 and,

WHEREAS, the project will treat runoff from approximately 33 acres and includes system upgrades to improve water quality through construction of filter vaults or installation of Filterra Media systems, and

WHEREAS, the $170,000 from the 2019-2024 Six-Year Water Resources Improvement Program includes costs associated with contracted professional services, and

WHEREAS, staff time for project management, county survey and permit assistance, permit fees of $50,000 will be added to the project based budget, and

WHEREAS, this request doesn’t included costs associated with the construction phase of the project, which will require and additional request in 2019, and

WHEREAS, local funding for this project will be provided by Real Estate Excise Tax II funds, and

WHEREAS, Section 6.80 of the Whatcom County Home Rule Charter allows for project-based capital budget appropriation ordinances that lapse when the project has been completed or abandoned or when no expenditure or encumbrance has been made for three (3) years,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established, effective immediately, titled Northshore Drive/Edgewater Lane Stormwater Improvements Fund. This fund shall be used to account for the revenues and expenditures of the improvement project described above, and
BE IT FURTHER ORDAINED by the Whatcom County Council that the Northshore Drive/Edgewater Lane Stormwater Improvements Fund is approved with an initial project budget of $220,000.

ADOPTED this _____ day of November, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Rud Browne, Chair of the Council

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Christopher Quinn
Senior Deputy Prosecuting
Attorney – Civil Division

Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed:___________________
Supplemental Budget Request

Public Works  Stormwater

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator: Kraig Olason</th>
</tr>
</thead>
</table>

Expenditure Type: One-Time  Year 2  2018  Add'l FTE □  Add'l Space □  Priority 1

Name of Request: Northshore Drive, Edgewater Lane - PBB

Department Head Signature (Required on Hard Copy Submission)  Date: 10/11/18

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<td></td>
<td>8301.324</td>
<td>Operating Transfer In</td>
<td>($220,000)</td>
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</tbody>
</table>

Request Total  $0

1a. Description of request:

This project will improve water quality in the Lake Whatcom watershed by substantially reducing the discharge of phosphorus and other pollutants into the lake. Runoff from the area east of Northshore Road enters the road ditch and is transported untreated to the lake. This project will install water quality treatment in the form of filter vaults or filterra type treatment structures. This is a priority capital project in the recently updated Lake Whatcom Comprehensive Stormwater Management Plan and is listed as the number 2 project in the 2019-2024 Six Year Water Resources Improvement Program.

The funds requested will complete the design of this project. A future request for construction funding will follow in 2019.

1b. Primary customers:

The primary customers of this project are the users of Lake Whatcom, both those that rely on it for drinking water and those who use it recreationally.

2. Problem to be solved:

Water quality improvement is the primary benefit of the project, especially the reduction of phosphorus through the treatment of local area runoff by the installed treatment systems.

3a. Options / Advantages:

In evaluating the projects listed for the Lake Whatcom Watershed, this project was identified as the number 2 project for the 2019-2024 Six-year capital improvement projects.

3b. Cost savings:

This project would not provide any specific cost savings.

4a. Outcomes:

Improved water quality will be delivered when the water quality treatment facilities go on line in 2020.

4b. Measures:

When the water quality treatment facilities go on line. Treatment will be measured as stated on the treatment media efficiency and will be ensured by maintaining the treatment media in good condition.

5a. Other Departments/Agencies:

Thursday, October 11, 2018
This project will result in additional work for the Public Works Maintenance and Operations Division as they provide the maintenance and media replacement. The NPDES staff will also be required to regularly inspect the facilities.

5b. Name the person in charge of implementation and what they are responsible for:
Vernon Brown, PW M&O Division/ NPDES lead will be primarily responsible to ensure the maintenance is carried out per operation instructions.

6. Funding Source:
REET II funding is being requested to provide the funding source for this project.
Ordinance establishing the E. Smith/Hannegan Road Intersection Improvements Fund and establishing a project based budget for the E. Smith/Hannegan Road Intersection Improvements Fund; CRP#914002.

1. Ordinance
2. Supplemental Budget Request

Requesting Council approval for establishing the E. Smith/Hannegan Road Intersection Improvements Fund and appropriating budget authority of $860,000. The fund will be used to account for the revenues and expenditures related to improving the E. Smith/Hannegan Road Intersection for safety and functionality. This appropriation is intended to cover the preliminary engineering and right-of-way associated with this project.
ORDINANCE NO. ________

ORDINANCE ESTABLISHING THE E. SMITH/HANNEGAN ROAD INTERSECTION IMPROVEMENTS FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE E. SMITH/HANNEGAN ROAD INTERSECTION IMPROVEMENTS; CRP #914002

WHEREAS, the East Smith and Hannegan Road Intersection Improvements project is item number R15 on the 2019-2024 Six Year Transportation Improvement Program with anticipated right-of-way and preliminary engineering costs of $700,000; and

WHEREAS, the East Smith and Hannegan Road Intersection Improvements project is item number 11 on the Annual Construction Program for 2018 with $150,000 of budget expenditure authority; and

WHEREAS, approximately $90,000 of the $150,000 2018 expenditure authority remains and should be included in the creation of a project based budget; and

WHEREAS, the right-of-way and preliminary engineering estimate of $700,000 is an estimate and should be budgeted with a 10% contingency; and

WHEREAS, all local funding for this request will come from the Road Fund; and

WHEREAS, Section 6.80 of the Whatcom County Home Rule Charter allows for project-based capital budget appropriation ordinances that lapse when the project has been completed or abandoned or when no expenditure or encumbrance has been made for three (3) years,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council a new fund is hereby established, effective immediately, titled E. Smith/Hannegan Rd
Intersection Improvements Fund. This fund shall be used to account for the
revenues and expenditures of the improvement project mentioned above, and

BE IT FURTHER ORDAINED by the Whatcom County Council that the E.
Smith/Hannegan Rd Intersection Improvements Fund is approved with an initial
project budget of $860,000.

ADOPTED this _____ day of __________, 2018.

ATTEST:

Dana Brown-Davis, Clerk of the Council Council

APPROVED AS TO FORM:

C. Quinn
Senior Deputy Prosecuting
Attorney – Civil Division

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________
Rud Browne, Chair of the

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

______________________________
Jack Louws, County Executive

( ) Approved  ( ) Denied

Date Signed:____________________
1a. Description of request:
The intersection of East Smith and Hannegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E.

This project is listed #R15 on the 2019-2024 Six-Year Transportation Improvement Program and currently experiences delays due to the lack of left-turn channelization on Smith Road.

Traffic counts and warrants have been completed. Additionally, an associated ‘Alternatives Analysis’ was performed by a traffic consultant in 2018.

Construction proposed for 2021.

This request is to provide the funding needed to establish a project based budget for the preliminary engineering and right-of-way needs to design this project.

1b. Primary customers:
All road users who travel on the Hannegan and Smith Road corridors.

2. Problem to be solved:
The main purpose of the intersection improvements is to improve vehicle operations and increase safety for both vehicle drivers and pedestrians.

3a. Options / Advantages:
The alternatives analysis completed in 2018 compared three alternatives for improvements to the intersection. The three alternatives were an upgraded traffic signal with protected left turn movements, a single-lane roundabout, and a double-lane roundabout. The double-lane roundabout provided the highest level of vehicle operations while providing a much safer intersection than the existing signal or an upgraded signal.

3b. Cost savings:
N/A
### Supplemental Budget Request

**Status:** Pending

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Engineering Design/Const</th>
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<td>Originator: Randy Rydel</td>
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#### 4a. Outcomes:
This project will provide a more efficient and safer intersection at E. Smith and Hannegan Road intersection.

#### 4b. Measures:
N/A

#### 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:
Road Fund $90,000 in 2018 within existing budget capacity
Road Fund $770,000 in 2019 proposed budget

Future construction expenses will be partially funded with $1,000,000 of STBG Federal Grant funds.
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**Exhibit A**
Six Year Transportation Improvement Program 2019-2024

**FUNDING SOURCES INFORMATION**
- Federal Funds
- State Funds
- Federal Cost
- Federal Cost By Phase
- State Fund
- State Fund Code
- Other Revenues
- Local Funds
- Total

**EXPENDITURES SCHEDULE**
- Year 1 2019
- Year 2 2020
- Year 3 2021
- Years 4th Thru 6th
- Total 2019-2024

**FEDERALLY FUNDED PROJECTS ONLY**
- Grant Total 2019-2024
- Local Total 2019-2024

**RAW PEDIT FILE DATE COMPLETION**
- CE
- Yes 10/2021
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
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<td></td>
<td>10/23/18</td>
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<tr>
<td>Division Head:</td>
<td>AN</td>
<td>10/9/18</td>
<td></td>
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TITLE OF DOCUMENT:

ATTACHMENTS:

- Memo to Executive WCC Chapter 2.47
- Ordinance_Food System Committee
- Exhibit A_County Code 2.47_Food System Committee

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 ordinance to be considered by the council establishes Whatcom County Code 2.47 Whatcom County Food System Committee. The ordinance and code will establish a Food System Committee that will draft, implement, provide oversight for, and regularly update a county-wide food system plan, ensuring residents of Whatcom County equitable and sustainable food.

COMMITTEE ACTION:  

COUNCIL ACTION:  

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

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

TO: JACK LOUWS, WHATCOM COUNTY EXECUTIVE

FROM: Regina A. Delahunt, Director

DATE: October 10, 2018

RE: ESTABLISHING A WHATCOM COUNTY FOOD SYSTEM COMMITTEE

The attached ordinance to be considered by Council establishes a Whatcom County Food System Committee that will draft, implement, provide oversight for, and regularly update a county-wide food system plan. The work of the committee will improve the County’s involvement and understanding of food system-related concerns and best practices. The committee will also ensure accountability for the implementation of the Food System Plan.

In March of 2018, the Whatcom County Board of Health requested that the Public Health Advisory Board explore options for food system planning. The Public Health Advisory Board recommended a Food System Committee, established in this ordinance, to carry out this work.

Please contact Ali Jensen at ext. 6121 if you have any questions.
ORDINANCE 2018-

ESTABLISHING WHATCOM COUNTY CODE 2.47, CREATING A WHATCOM COUNTY FOOD SYSTEM COMMITTEE INTENDED TO DRAFT, IMPLEMENT AND PROVIDE OVERSIGHT FOR A COUNTY-WIDE PLAN TO STRENGTHEN OUR LOCAL AND REGIONAL FOOD SYSTEM

WHEREAS, Whatcom County is home to a robust agricultural production and marine harvest industry; and

WHEREAS, the Whatcom County Health Board adopted a healthy planning approach; and

WHEREAS, the Whatcom County Agricultural Strategic Plan calls for broader consideration of “food security issues, which may include providing local food supplies to food banks, schools, and institutions; vocational training opportunities in agricultural operations; and preserving heritage or artisanal foods.”; and

WHEREAS, Goal 7L in the Whatcom County Comprehensive Plan calls for the County to, “Strengthen the local food system and take steps to improve conditions for a healthy, resilient, and prosperous food economy”; and continues on Policy Goal 7L-8 which states “Support establishment of communitywide food system development plans”; and

WHEREAS, the Whatcom Food Network conducted a Community Food Assessment to assess needs and opportunities within our food system in 2011, and then updated it in 2013 and 2017,

WHEREAS, over one in five residents of Whatcom County regularly struggle to obtain nutritious, quality food; and

WHEREAS, sixty-one percent of Washington adults are either obese or overweight to in part to the type of food consumed; and

WHEREAS, farmland has decreased by roughly 1.02 million acres in Washington State since 1950; and

WHEREAS, market pressures, regulations, and the cost of land make it increasingly difficult for farmers and food system workers to earn sustainable income; and

WHEREAS, recent economic changes to the grocery industry including consolidation and increased transportation costs have led to “Food Deserts” that impact our communities of need in Whatcom County; and

WHEREAS, the strong public interest in addressing issues relating to food security requires a system-wide approach, involving issues relating to farming and fishing, agricultural labor, processing and distribution, food consumption, and waste.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Chapter 2.47 is hereby established, creating a Whatcom County Food System Committee as outlined in Exhibit A to this ordinance.
BE IT FURTHER ORDAINED that the tasks to be accomplished by the Committee are as follows:

A. Utilize and build upon the work of the Community Food Assessment, conduct stakeholder outreach, assess current assets and challenges and draft a report on the current state of these challenges in Whatcom County.

B. Develop a Food System Plan for Whatcom County that works towards a food system which includes healthy people, a strong local economy, environmental sustainability, and a valued workforce with measurable goals and specific benchmarks to be met. The Food System Plan will be developed with input from the Agricultural Advisory Committee, the Marine Resources Committee, the Public Health Advisory Board, and other appropriate policy groups.

C. Identify prioritized action items, funding needs, and specific timeframes for decision-making and completion for Whatcom County to implement the Food System Plan, for confirmation by the County Council.

D. Oversee the implementation of these action items.

E. Conduct oversight and review implemented programs for effectiveness, including updating the Community Food Assessment as necessary.

ADOPTED this _____ day of __________, 2018.

ATTEST:

Dana Brown-Davis, Clerk of the Council

APPROVED AS TO FORM:

Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Rud Browne, Council Chair

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: ____________________________
EXHIBIT A

Chapter 2.47

WHATCOM COUNTY FOOD SYSTEM COMMITTEE

Sections

2.47.010 Established
2.47.020 Purpose
2.47.030 Function
2.47.040 Appointed Members
2.47.050 Term of Office
2.47.060 Organization – Meetings
2.47.070 Staff and Funding Support
2.47.080 Reporting

2.47.010 Established

There is hereby established a Whatcom County Food System Committee.

2.47.020 Purpose

The purpose of the Whatcom County Food System Committee is to draft, implement, provide oversight for, and regularly update a county-wide food system plan to strengthen our local and regional food system.

2.47.030 Function

The Committee will report directly to the County Council or other appropriate advisory boards, commissions, and committees as necessary to carry out the following functions:

A. Conduct stakeholder outreach, assess current food system assets and challenges, and draft a report on the current state of these challenges in Whatcom County, utilizing and building upon the work of the Community Food Assessment.

B. Develop a Food System Plan for Whatcom County that addresses current challenges and works towards a food system that includes healthy people, a strong local economy, environmental sustainability and a valued workforce with measurable goals and specific benchmarks to be met, including input from the Agricultural Advisory Committee, the Marine Resources Committee, the Public Health Advisory Board, and other appropriate policy groups in developing the plan.

C. Identify prioritized action items, funding needs, and specific timeframes for decision-making and completion for Whatcom County to implement the Food System Plan, for confirmation by the County Council. Oversee the implementation of these action items, and review implemented programs for effectiveness.

E. Ensure ongoing assessment of food system needs and periodic updating of the Food System Plan at least every 3 years or as necessary.

2.47.040 Appointed Members
The Food System Committee shall include the following nine members appointed by the Whatcom County Executive and confirmed by the County Council:

A. Up to four members representing Healthy Food Economies, preferably one representative each with experience in Farming (local sales), Farming (export sales), Fishing, and Food Processing/Distribution

B. Up to two members representing Healthy People, preferably one representative each with experience in Food Consumption, Nutrition/Public Health

C. One member representing Healthy Workforce, preferably with experience in Labor issues

D. One member representing Healthy Environments, preferably with experience in Natural Resources

E. One member representing the Whatcom Food Network

2.47.050 Term of Office

The term of office for appointed members shall be four years; provided that the terms of the those first appointed shall be staggered so that four will be appointed for two years, and four will be appointed for four years. The member representing the Whatcom Food Network shall be appointed for two year terms to align with changes in Whatcom Food Network membership duties. Appointment of members shall comply with Chapter 2.03 Whatcom County Code.

2.47.060 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. At every meeting, the committee will schedule an open session to take public comment.

C. Written records of meetings, resolutions, research, findings and recommendations shall be kept and such records shall be submitted to County staff and shall be made public, including posting on the County website.

D. The committee shall adopt its own rules and procedure for the conduct of business.

E. The committee shall elect a chairperson from among its members who shall preside at its meetings.

F. The committee shall determine its meeting schedule and agenda, but shall meet at least quarterly.

G. The committee may form and appoint ad hoc committees to work on specific issues, so long as at least two committee members are also members of the ad hoc committee.

2.47.070 Staff and Funding Support

The committee will have full support from the Council, the County Executive’s Office, and County Department staff to conduct and complete its tasks in an efficient and effective manner. The Whatcom County Health Department will provide the primary staff support for this Committee.

2.47.080 Reporting

At least annually, no later than June 30 of each year, the Committee will provide a report and recommendations to the County Council and Executive on their progress towards completing the goals of this group.
**WHATCOM COUNTY COUNCIL AGENDA BILL**  

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**TITLE OF DOCUMENT:**  
Discussion on proposed Ordinance amending WCC Chapter 24.11, Drinking Water

**ATTACHMENTS:**

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<th>( ) Yes</th>
<th>( ) 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.)

Discussion on proposed ordinance amending WCC Chapter 24.11 Drinking Water to allow additional language regarding Water Associations

**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).*
ORDINANCE NO. 2018-____

AMENDING THE OFFICIAL WHATCOM COUNTY CODE CHAPTER 24.11, DRINKING WATER, TO ALLOW ADDITIONAL LANGUAGE REGARDING WATER ASSOCIATION

WHEREAS, Whatcom County is responsible for determining water availability in connection with property development and issuance of building permits, standards for which are set forth in Chapter 24.11 WCC; and

WHEREAS, the County Council finds the proposed amendment to be in the best interest of public health, safety, and welfare; and

WHEREAS, legal notice requirements have been met; and

WHEREAS, the Whatcom County Council hereby adopts the following findings of fact and conclusion:

FINDINGS OF FACT

1. Under RCW 90.03.015, a “municipal water supplier” is a water purveyor which supplies water for fifteen or more residences or a non-resident population of twenty-five or more people for sixty or more days per year, or for government purposes, or to distribute for one of these purposes; and

2. Under RCW 43.20.260, a municipal water supplier "has a duty to provide retail water service within its retail service area if: (1) Its service can be available in a timely and reasonable manner; (2) the municipal water supplier has sufficient water rights to provide the service; (3) the municipal water supplier has sufficient capacity to serve the water in a safe and reliable manner as determined by the department of health; and (4) it is consistent with the requirements of any comprehensive plans or development regulations adopted under chapter 36.70A RCW or any other applicable comprehensive plan, land use plan, or development regulation . . ."; and

3. Many municipal water suppliers are organized as private entities such as water associations, clubs, or community groups (all hereafter referred to as "water associations"); and

4. Other municipal water suppliers are public municipal corporations, which include without limitation water districts, public utility districts, cities, and towns ("municipal corporations"); and

5. Municipal corporations, including water districts, are local governments under which all voters residing within their boundaries, customers and non-customers alike, have the right to vote for their elected officials; and

6. Municipal corporations are governed by and subject to the Open Public Meetings Act, the Public Records Act, the Code of Municipal Ethics, and many other laws governing public entities, in the public interest; and
7. Some water associations may be municipal water suppliers under the RCW 90.03.015, but they are not municipal corporations, are not subject to the aforementioned laws governing municipal corporations, and do not afford the same public protections, rights, or processes available to citizens of municipal corporations; and

8. Though a municipal water supplier has a duty to serve a property with water if service can be made in a timely and reasonable manner and the other criteria are met, the only definition of “timely” in state law is when water can be provided to an applicant within one hundred and twenty days, but there is no day designated as the beginning of the 120 days (RCW 70.116.060(3), and there is no definition of “reasonable” anywhere in state law; and

9. The lack of criteria or standards for what constitutes “reasonable” service has caused disputes between water associations and their customers and potential customers; and

10. The Whatcom County Council determines that it is not reasonable for a water association to require a property owner of four (4) or fewer single-family certified lots of record with an adequate and legal alternate water supply available, to extend a water association’s water main more than five hundred feet (500’), due to the likely expense and potential lack of explanation to or recourse for the applicant.

CONCLUSION

The subject amendments are consistent with the Whatcom County Coordinated Water System Plan and the Whatcom County Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Code 24.11 is hereby amended as outline in Exhibit A to this ordinance.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional; such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases has been declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

ADOPTED this ___________ day of ___________________ 2018.

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED as to form:

Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Rud Browne, Chairperson

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Jack Louws, Executive

( ) Approved    ( ) Denied

Date: ____________________
EXHIBIT A

Chapter 24.11
DRINKING water

CHAPTER 24.11.040 Definitions

“Water association” means any purveyor of public water that is not organized as a municipal corporation, regardless of how the entity refers to itself. A water district governed by RCW Title 57 or any other water purveyor organized as a municipal corporation is not a water association.

CHAPTER 24.11.050 General requirements

A. Applicants must submit all required forms, letters, and documents to the director.

B. The director will consider applications for water availability proposing to use ground water, spring water, surface water, sea water or rainwater.

C. The director shall evaluate the availability of a public water system prior to approving the use of a private water system. If it is determined that a public water system is available and willing to provide water, the applicant must connect to that public water system when:

1. The applicant proposes to use surface water, spring water, rainwater, or contaminated ground water; or

2. The applicant proposes to build on a lot located in a short subdivision or long subdivision that Whatcom County approved based on the availability of public water; or

3. The existing public water system has a water lines-mains adjacent to the property line of the applicant and connection is consistent with RCW 36.70A.110(4); or

4. The existing public water system has defined a "service area boundary" in accordance with the Whatcom County Coordinated Water System Plan which includes the property of the applicant.

D. Notwithstanding the foregoing, the applicant may choose not to connect to a water association within the boundaries of which his or her property is located if the applicant meets all of the criteria listed in subsection 1 of this section, subject to subsection 2.

1. A denial of service letter will not be required from a water association as a requirement of this section where the applicant meets the criteria listed below, subject to subsection 2:

a. The applicant’s nearest property boundary is more than five hundred feet (500’) from the nearest water association main of adequate size and pressure for the proposed use; and

b. The applicant has requested a denial of service letter from the water association for not more than four (4) connections on not more than four (4) existing certified legal lots of record for single family residences and/or associated accessory dwelling units; and

c. The proposed use is otherwise consistent with Title 20 of the Whatcom County Code, and
d. The applicant has an adequate and legal water supply for each proposed use.

2. Unless the below requirements are waived by the water association, the applicant shall execute and record instruments that run with the property to accomplish the following:

a. The applicant shall execute and record a perpetual utility easement for the benefit of the water association, to water association standards, reasonably sufficient to allow the water association and its successors to install a water main and appurtenances on the applicant’s property, for the purpose of a future main extension. The easement shall be parallel to and abutting a dedicated road right-of-way; all or a portion may be in another location that does not unduly impair the applicant’s present and future use of the lot.

b. The applicant shall sign and record a covenant against his or her property for the benefit of the water association which requires a future extension and connection to the water association system at the applicant’s expense, in the event the water association water main is extended to within five hundred feet (500’) or less of the applicant’s nearest property line.

3. This section D applies to water associations only, which are defined as any purveyor of public water that is not organized as a municipal corporation, regardless of how the entity refers to itself. This section does not apply to municipal corporations such as water districts, public utility districts, cities or towns.

DE. The director will only approve a private or Non Group B two-party well for proposed short subdivisions or long subdivisions when analytical results of untreated water samples for primary inorganic or organic contaminants do not exceed a maximum contaminant level (MCL) adopted by Washington State Department of Health.

EE. Purveyors of public water systems and private water system applicants must comply with Washington State Department of Ecology water right requirements and must demonstrate that they have an adequate water supply for their proposed service per WCC 24.11.060. Compliance will include, at a minimum, possession of a water right permit or certificate for:

1. All surface water sources excluding sea water.

2. All ground water sources using more than 5,000 gallons per day.

3. Irrigating more than one-half acre of lawn or noncommercial garden.